

This Indenture, Made this 27th day of September in the year of our Lord one thousand eight hundred and ninety five between Mendelin E. Scheher and Barbara his wife of Junction in the County of Osage and State of Kansas of the first part, and Celinda Stanwix of Eudora Kansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North half of the South west quarter of section 20 in (4) Township 2 North, 11 Range 2 West, one 71. 80 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mendelin E. Scheher and wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage One thousand Dollars

This grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars according to the terms of One certain Note this day executed and delivered by the said Mendelin E. Scheher and wife to the said party of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Mendelin E. Scheher and wife their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands this 30th day of September, in the year of our Lord eighteen hundred and ninety five.

Signed and delivered in presence of

Mendelin E. Scheher (SEAL.)

Barbara Scheher (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Osage } ss.

Be it Remembered, That on this 30th day of Sept, A. D. 1895, before me, J. H. Tesler, a Notary Public in and for said County and State, came Mendelin E. Scheher and Barbara Scheher his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires July 1 1899.
Recorded Dec 21 A. D. 1895 at 9 o'clock 9 M.

Notary Public.

James Brooks
Register of Deeds.

The following is inclosed on Original Instrument
The amount secured by the within mortgage having been paid in full. Shereby authorizes the Recorder of Douglas County to discharge same of record, Eudora, Mo, Sept 13, 1897.

Celinda Stanwix

Recorded Sept. 24, 1897

James Brooks
Notary Public
Osage