

This Indenture, Made this Eight day of October in the year of our Lord one thousand eight hundred and ninety five between William Schaake and Catharine his wife of Kansas in the County of Douglas and State of Kansas of the first part, and James C. Corel of same place of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three thousand Seven Hundred 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 his 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 west fractional quarter (1/4) of section number four (4) in township number thirty (30) south of range number twenty (20) east of the Sixth OM. less one and one half (1 1/2) acres conveyed to School District number twenty five and also excepting the land used for the right of way of the railroad now running through said land

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said William Schaake do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Three thousand Seven Hundred dollars and interest thereon according to the terms of One certain Coupon note this day executed and delivered by the said William Schaake to the said party of the second part: to wit: payment of principal on or before three years from August 1st 1896 and interest yearly from Aug 1st 1896 at six per cent per annum

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 therefor, 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 his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part 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 William Schaake his heirs and assigns.

In Witness Whereof, The said part of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Chas Chadwick

William Schaake (SEAL.)

Catharine Schaake (SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 8th day of January, A. D. 1896, before me, Charles Chadwick, a Notary Public in and for said County and State, came William Schaake and Catharine 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 Sept 11 1899

Recorded Jan 8 A. D. 1896 at 12 o'clock P M. Douglas County

Chas Chadwick
James Brooks
Notary Public,
Register of Deeds.

The following is endorsed on the original instrument.

Thornet's Patent described by name being paid in full, this mortgage is hereby released, and the land thereby created discharged. As witness my hand, this 16th day of April A.D. 1900.

Recorded April 16th 1900
L. P. Chapman

Register of Deeds
J. B. Chapman
Deputy

James C. Corel