

Witnesseth, That the said part all of the first part in consideration of the sum of thirteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold and by these presents do grant, bargain, sell and mortgage to the said party all 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 South East Quarter of Section No Thirty one (31) in Township No Fourteen (14) South, of Range No Nineteen (19) East of the 6th P.M., containing 160 acres of land, more or less, subject however, to prior mortgage of \$2000 in favor of said second party, recorded in the office of the Register of Deeds in and for Douglas County, Kansas, in Book 30 of Mortgages at page 159.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 as above noted, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a mortgage to secure the payment of the sum of thirteen hundred dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five (5) years after date, with interest from date to maturity, or default as evidenced by coupons attached to said note, and interest after maturity or default until fully paid at rate of ten per cent per annum, and this conveyance shall be void if such payment 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

William Schoepflin (SEAL...)
 Salome Schoepflin (SEAL...)
 (SEAL...)
 (SEAL...)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 10th day of July, A. D. 1896, before me, L. A. Night, a Notary Public in and for said County and State, came William Schoepflin and Salome Schoepflin husband and 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 November 20 1899 L. A. Night
Recorded July 11 A. D. 1896 at 8⁴⁵ o'clock P. M. Notary Public.

L. A. Wright
at 8⁴⁵ o'clock A. M. Notary Public.
James Brooks
Register of Deeds.

The following is endorsed on the original instrument—
The note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created, discharged. As witness
my hand this 13th day of March A.D. 1905. M. L. P.

Recorded Mich-13-1944-

H. Lohman,
Register of Deeds.
Red Bluff, Va.

Mrs. C. J. Pinant,
 Rev. Paul ^{Hen. Aug.} ~~Hen. Aug.~~ in fact.