

This Indenture, Made this 20th day of December A. D. 1898, between Henry Schwarzenholz, and Sophie Schwarzenholz of Douglas County, in the State of Kansas of the first part, and Pauline Schwarzenholz of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part ies of the first part, in consideration of the sum of Eight Hundred (\$800#) AND 100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part, her heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

Lots Number Eight (8) and Nine (9), Block Number Twenty One (21) Simlaire Addition to the City of Lawrence, Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:—

Provided, Always, And these presents are upon this expressed condition, that whereas said

Parties of the first part

have this day executed and delivered One certain promissory note in writing to said part y of the second part, of which the following is a copy \$800# Lawrence, Kansas December 20th 1898. On or before three years after date we promise to pay to the order of Pauline Schwarzenholz at the Merchants National Bank of Lawrence, Kansas, Eight Hundred Dollars with 7 per cent. interest per annum payable Semi-annually, from date until paid. Value received, No. 1 Dec. December 20th, 1901.

(Signed) Henry Schwarzenholz

(Signed) Sophie Schwarzenholz

Now, If said part ies of the first part shall pay or cause to be paid to said part y of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable, and said part y of the second part shall be entitled to the possession of said premises.

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

Henry Schwarzenholz

Sophie Schwarzenholz

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 20th day of December A. D. 1898, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

Henry Schwarzenholz and Sophie Schwarzenholz his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons did duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official Seal, the day and year last above written.

Louis F. Delig

Notary Public.

Notary Public, Term expires December 21 1900

Recorded December 20 A. D. 1898, at 12²⁰ o'clock P. M.

W. D. Somers

Register of Deeds.

The following is ordered on change of 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 19th day of December A.D. 1900
Pauline Schwarzenholz

Recorded Dec 19th 1900
W. D. Somers Register of Deeds