

This Indenture, Made this Second day of October A. D. 1891, between
Herman F. Schmardebeck and Alice S. Schmardebeck, his wife,
 of Douglas County, in the State of Kansas of the first part, and
Charles P. Grosvener
 of Colorado County, in the State of Colorado of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
Two hundred and seventy five (275) AND 100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part if of
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in
Douglas County, and State of Kansas, to-wit:-

The east half of the south west quarter of section seventeen (17)
of township Fourteen (14) Range Nineteen (19)

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

Herman Schmardebeck & Alice Schmardebeck
 ha on this day executed and delivered One certain promissory note in writing to said part if of the second part,
 of which the following is a copy:

\$275.00 Lawrence Kansas October 2^d 1901-
One or before first years after date we promise to pay, to the order
of Charles P. Grosvener Two hundred and seventy five dollars
at the Merchants National Bank - Value received - with interest at
6 per cent per annum after date until paid - Interest payable
annually.

Now, If said part if of the first part shall pay or cause to be paid to said part if of the second part, his 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 if of the second part shall be entitled to the possession of
 said premises. And said parties of the first part hereby agree, upon default of the above covenant and conditions, or
 any or either of them, to pay the sum of Two hundred and seventy five dollars for attorney's fees and costs of suit
 for enforcement of this mortgage, which said sum shall be a lien upon
 said premises, added to the amount of said
 obligations and secured by these presents,
 and shall be included in and operate
 as a part of the judgment upon
 foreclosure of mortgage
 appraisement required.

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

Herman F. Schmardebeck
Alice S. Schmardebeck

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 2nd day of October A. D. 1891, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

Herman F. Schmardebeck and Alice S. Schmardebeck his wife

who are personally known to me to be the same person who executed the within instru-
 ment of writing, and such person has duly acknowledged the execution of the same.

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



W. E. Hazen Notary Public

Recorded Oct 4th My commission Term expires October 6th 1901
 A. D. 1891, at 11⁰⁵ o'clock A. M.

L. D. Doxman Register of Deeds