

defeasible 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 Fifty \$50.00 Dollars according to the terms of one certain note this day executed by the said Peter Schütz to the said party of the second part, Bearing Ten per cent Int from date until paid.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents issues and profits, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Peter Schütz, party of first part, heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Signed, sealed & Delivered in presence of

John Andrew
State of Kansas, {
Franklin County, } ss.

Peter Schütz (Seal)

(Peter Schütz) (Seal)

Be it Remembered, That on this 1st day of October A. D. 1897, before me, a Notary Public in and for said County and State, came Peter Schütz to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

J. A.

John Andrew,

Notary Public

Commission expires on the 14th day of Aug 1900.

Recorded Jan. 6, 1898 at 7³⁵ o'clock A.M.

James Brooks
Register of Deeds