

This Indenture, Made this 31st day of August in the year of our Lord one thousand eight hundred and ninety six between August Witt and Mary Witt, his wife of Endora in the County of Douglas and State of Kansas of the first part, and Jacob Naskel, of Shawnee Co., Kansas of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Twelve 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 half of the South East quarter of Section Thirty-Six, 36 Township Thirteen, 13 Range, Twenty, 20, with all improvements thereon.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Aug Witt and Mary his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Twelve Hundred Dollars according to the terms of Five certain Notes this day executed and delivered by the said Aug Witt and Mary his wife to the said party of the second part:

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 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 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, appraisement hereby waived or not at the option of the party of the second part his 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 August Witt and Mary, his wife, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand s this 31st day of August in the year of our Lord eighteen hundred and ninety six.

Signed and delivered in presence of

Chas Pilla

August Witt
Mary Witt

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 31st day of August, A. D. 1896, before me, Chas Pilla, a Notary Public in and for said County and State, came August Witt and Mary, his wife to me personally known to be the same person s 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 Jan'y 16 1899 Chas Pilla Notary Public.
Recorded Sept 2 A. D. 1896, at 8 o'clock A-M.

James Brooks
Register of Deeds.

*The following is indorsed on the original instrument:
For value rec'd This mortgage is this day released
by being paid Aug 2nd 1897 Jacob Naskel*

*Recorded August 2nd 1897
James Brooks
Register of Deeds*

