

This Indenture, Made this 18th day of September in the year of our Lord one thousand eight hundred and ninety th between Charles Schuricht and Emma Schuricht his wife of Euclid in the County of Douglas and State of Kansas of the first part, and Berthold Durr of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: lots number three (3) and eighteen (18) in Block One Hundred and Eighty four (184) in the City of Euclid, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles Schuricht and Emma Schuricht his wife 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.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Charles Schuricht and Emma Schuricht his wife to the said party of the second part: payable three years from date interest eight percent per annum from date until paid interest payable annually

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 Charles Schuricht and Emma Schuricht heirs and assigns.

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

Signed and delivered in presence of

Chas Schuricht (SEAL.)

Emma Schuricht (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 18th day of September, A. D. 1892, before me, C. J. Richards a Notary Public in and for said County and State, came Charles Schuricht and Emma Schuricht his wife 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Mar 29th 1898 C. J. Richards Notary Public.

Recorded Sept 21 A. D. 1892, at 8 o'clock A. M.

James B. Smith
Register of Deeds.

The following is endorsed on the original instrument.
 The wife herein described having been paid in full
 this mortgage is hereby released and the lien thereby
 created discharged. Witness my hand this twenty fifth
 day of March A. D. 1903. Charles M. Durr
Attorney
 Recorded April 2nd 1903.
W. W. H. H. H.
 Register of Deeds.
 (For assignment see book 35 page 174)