

This Indenture, Made this 29<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety two between Wilhelm Capps and Minna Capps husband and wife of Montef in the County of Douglas and State of Kansas of the first part, and George Capps of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Two 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 East quarter of the North East quarter of Section Thirteen (13) Township Twelve (12) Range Nineteen (19) East of the 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Wilhelm Capps do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage to Geo. Banks for \$1000. and one to Ernest Wise for \$400. which are prior hereto

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable on demand with interest at seven percent per annum.

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, appraisalment 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 Wilhelm Capps his 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

Wilhelm Capps (SEAL.)  
Minna Capps (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 29<sup>th</sup> day of October, A. D. 1892, before me, Geo. Banks, a Notary Public in and for said County and State, came Wilhelm Capps and Minna Capps husband and wife to me personally known to be the same persons 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 Dec 1<sup>st</sup> 1892 Geo. Banks  
Recorded Oct 1<sup>st</sup> 1892 A. D. 1892, at 10<sup>30</sup> o'clock A. M.

Notary Public.

James Brooks  
Register of Deeds.

*The following was endorsed on the original instrument  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
29<sup>th</sup> day of October, 1892.*

*George Capps*  
*Deputy Register of Deeds*

*Attested  
H.C. Fisher*

