

This Indenture, Made this seventeenth day of February in the year of our Lord one thousand eight hundred and ninety-97 between William F. Schwarz and Louisa Schwarz his wife of Marion in the County of Douglas and State of Kansas of the first part, and Charles Schwarz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen hundred (\$16.00) 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 West half half of North East quarter of section, thirty six Township fourteen (14), Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Schwarz & Louisa Schwarz 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 Sixteen Hundred Dollars (\$16.00) according to the terms of a certain note this day executed and delivered by the said William F. Schwarz & Louisa Schwarz to the said party of the second part: Charles Schwarz

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 William F. Schwarz & Louisa Schwarz heirs and assigns.

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

Signed and delivered in presence of

William F. Schwarz (SEAL.)
Louisa Schwarz (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 17 day of February, A. D. 1897, before me, John S. Hoover, J. P., a Notary Public in and for said County and State, came William F. Schwarz & Louisa Schwarz 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 _____
Recorded March 16 A. D. 1897, at 11 o'clock A. M.

John S. Hoover
Justice of the Peace
James Brooks
Register of Deeds

The following is ordered on the original instrument
12/21/1901
Received of Wm. F. Schwarz and the within named mortgagee
the sum of Sixteen hundred and no Dollars, in full satisfaction
of the within mortgage.
Charles F. Schwarz

Recorded Jan. 15th 1902
By J. A. Sopman,
Register of Deeds,
By Willie B. Sopman,
Deputy.