

This Indenture, Made this 14th day of Sept in the year of our Lord one thousand eight hundred and ninety seven between John Schoenhofer and Maria his wife of Cudora in the County of Douglas and State of Kansas of the first part, and Adolph Sotzger of Cudora, Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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 East half (1/2) of the South West quarter (1/4) Section Thirty (30) Township Thirteen (13) Range Twenty one (21) County, State of Kansas aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Schoenhofer and wife do hereby covenant and agree that at the delivery hereof they 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 Nine hundred Dollars according to the terms of Two certain Notes this day executed and delivered by the said John Schoenhofer and 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 John Schoenhofer and wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this 14th day of September, in the year of our Lord one thousand eight hundred and ninety seven.

Signed and delivered in presence of

John Schoenhofer (SEAL.)
Maria Schoenhofer (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } SS.

Be it Remembered, That on this 14th day of Sept, A. D. 1897, before me, _____, a Notary Public in and for said County and State, came John Schoenhofer and Maria 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 Jan 1st 1899 Chas Billa Notary Public.
 Recorded Sept 16 A. D. 1897, at 7 o'clock A. M.

James Brooks
 Register of Deeds.

The following is endorsed on the original instrument:
 Cudora Mo. 10/23/1901
 Received of John Schoenhofer the within named mortgage the sum
 of \$1000 and Dollars 00/100 (Blaunich) on the original principal of \$900
 in full satisfaction of the within mortgage. Adolph Sotzger.

Recorded Oct-26-1901-
 J. H. Sotman
 Register of Deeds,
 By Allen B. Sotman-
 Deputy-