

This Indenture, Made this 30th day of Sept in the year of our Lord one thousand eight hundred and ninety seven between August Vitt and Mary, his wife of Audora Township, in the County of Douglas and State of Kansas of the first part, and Mrs. Johanna Vitt, Subma, Ks of the second part.

Witnesseth, That the said part is of the first part in consideration of the sum of Five hundred fifty four 00/100 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 (1/2) of the south east quarter (1/4) Section Thirty six (36) Township Thirteen (13) Range Twenty (20) County of Douglas

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said August Vitt, & 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 Five hundred fifty four Dollars according to the terms of one certain Note this day executed and delivered by the said August Vitt & 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 Vitt wife, their heirs and assigns.

In Witness Whereof, The said part is of the first part, have hereunto set their hand this 30th day of September in the year of our said eighteen hundred and ninety seven.

Signed and delivered in presence of

August Vitt (SEAL.)

Mary Vitt (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 30th day of Sept, A. D. 1897, before me, Chas. Gilla, a Notary Public in and for said County and State, came August Vitt 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 16, 1899 Chas. Gilla Notary Public.
Recorded (cc) 2 A. D. 1897, at 5:40 o'clock A. M.

James Brooks
Register of Deeds

*The following is enclosed in the original instrument.
Received of Mr. August Vitt the within named mortgage for
enclosed within the \$ Dollars in full satisfaction of the
within mortgage.*

*Johanna Vitt as Administrator for
The Estate of Johanna Vitt, Dec.*

(See Release Sec. 27th 44-45-378-379-380)

*Recorded Nov 7th 1900.
H. B. Roman
Register of Deeds*