

This Indenture, Made this 25th day of October in the year of our Lord one thousand eight hundred and ninety seven between Joseph Scheher and Burge his wife Eudora Township in the County of Douglas and State of Kansas of the first part, and Adolph Lotz Jr Eudora, Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seventeen hundred⁰⁰ 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 part Y 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 of the Southwest quarter of Section Number five (5) Township No. Fourteen (14) Range No. Twentyone (21) East of the Sixth P.M. containing Eighty acres more or less

with all the appurtenances, and all the estate, title and interest of the said part his of the first part therein. And the said Joseph Scheher and Burge, his wife 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 Seventeen hundred Dollars

according to the terms of Five certain Notes this day executed and delivered by the said Joseph Scheher & his wife to the said party of the second part: 200 due 11/1/98, \$3.00 due 11/1/99, \$1.00 due Nov 1/1900, \$1.00 due Nov 1/1901, \$1.00 due Nov 1/1902 or before bearing 8% interest per annum from Nov 1/97, Interest payable monthly

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 therefor, 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 Joseph Scheher and wife their heirs and assigns.

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

Signed and delivered in presence of

Joseph Scheher (SEAL.)
Burge Scheher (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 25th day of October, A. D. 1897, before me, Henry Abels, a Notary Public in and for said County and State, came Joseph Scheher and Burge his 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 Oct 7th 1899 Henry Abels Notary Public.
Recorded Nov 4 A. D. 1897, at 12³⁰ o'clock P. M.

James Brooke
Register of Deeds

*The following is endorsed on the original instrument -
The not herein described having been paid in full, their mortgage is hereby released, and the land thereby created discharged. A witness my hand, this 24th day of July A.D. 1901 -
Adolph Lotz Jr.*

*Recorded July 25th 1901 -
L. B. Johnson
Register of Deeds -
By Billie B. Dofman
Deputy*

(L.B.)