

This Indenture, Made this 11th day of December in the year of our Lord one thousand eight hundred and ninety seven between Louisa Vitt widow of Clidora in the County of Douglas and State of Kansas of the first part, and Charles Lathholz of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Eighteen hundred and twenty four DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 South half (1/2) of the South East quarter (1/4) of Section four (4) Township fourteen (14) Range Twentyone (21) County and State aforesaid, containing 30 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Louisa Vitt does hereby covenant and agree that at the delivery hereof she 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.

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen hundred and twenty four dollars according to the terms of a certain Promissory note this day executed and delivered by the said Louisa Vitt to the said party of the second part: Charles Lathholz

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 her 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 her 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 Louisa Vitt, her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

O. G. Richards

Louisa Vitt

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11th day of December, A. D. 1897, before me, O. G. Richards, a Notary Public in and for said County and State, came Louisa Vitt 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 March 1901 O. G. Richards Notary Public.
Recorded Dec 15 A. D. 1897, at 2:15 o'clock P. M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand, this 3rd day of Aug. A.D. - 1902 - Charles Lathholz

Recorded - Aug - 3 - 1902 -
By Ellis B. Lorman, Deputy.
Register of Deeds.