

This Indenture, Made this 5th day of January in the year of our Lord one thousand eight hundred and ninety eight between Frank Lohmann and his wife Anna K. Lohmann of Lawrence in the County of Douglas and State of Kansas of the first part, and Anna K. Lohmann as guardian of the estate of Albert Marshall a minor of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Four 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 of the East half of the North West quarter of the South East quarter of Section No. Thirty two (32) and the West half of the West half of the West half of the North East quarter of said South East quarter of Section No. Thirty two (32) all in Township No. Twelve (12) South of Range No. Twenty (20) East of the 6th P.M. Containing fifteen acres more or less except the right of way of railroad) in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Frank Lohmann do hereby covenant and agree that at the delivery hereof he 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 and that he will warrant and defend the title to the same against all persons lawfully claiming or to claim the same

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain Coupon Note Eight notes attached interest 4 this day executed and delivered by the said Frank Lohmann to the said party of the second part: payable four years after date with interest to maturity or default as evidenced by coupons attached to said principal note, and interest after maturity or default at the rate of ten per cent per annum until paid

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, 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 Frank Lohmann his heirs and assigns.

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

Signed and delivered in presence of

Frank Lohmann (SEAL.)

Anna K. Lohmann (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered,** That on this 5th day of January, A. D. 1898, before me, James Brooks, a Notary Public in and for said County and State, came Frank Lohmann and his wife Anna K. Lohmann 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 November 4, 1901 James Brooks Notary Public.  
Recorded Jan - 5 A. D. 1898, at 2 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 discharged. At witness my hand this 11th day of April A.D. 1900.*

*Anna K. Lohmann  
Guardian of the estate of Albert Marshall a minor.*

*Recorded April 24th 1900 -  
W. E. Lohmann  
Register of Deeds.*

*LB*