

This Indenture, Made this 11th day of January in the year of our Lord one thousand eight hundred and ninety Eight between John H. Eibest and Mary Eibest his wife of Douglas in the County of Douglas and State of Kansas of the first part, and A. J. Schulz of same place of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of thirteen 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:

Sets nos Three (3) and Four (4) in the South West quarter of section no Eleven (11) in Township no Twelve (12) South of Range no nineteen (19) East of 6th E. m.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are 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 and that they will warrant and defend the same in the quiet and peaceable possession of second party his heirs and assigns forever 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

thirteen hundred dollars

according to the terms of two certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part:

one of \$300 due on or before two years from date and one of \$1000 due on or before five years from date both bearing interest at 7% from date to maturity and 10% interest after maturity until fully 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 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

John H. Eibest (SEAL)
Mary Eibest (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 11th day of January, A. D. 1898, before me, L. A. Wright, a Notary Public in and for said County and State, came John H. Eibest and Mary Eibest 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 Nov 20 1899

Recorded Jan 11th A. D. 1898, at 3⁴⁵ o'clock P. M.

L. A. Wright
Notary Public.
L. G. Soxman
Register of Deeds.

The following is indorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released,
and the lien thereby created, discharged.
W. J. Schulz
12-1901

Recorded Jan 12-1901
By L. G. Soxman, Register of Deeds
By Willie B. Soxman, Deputy

