JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 15th day of February in the year of our Lord one thousand eight hundred and ninety Eight between Henry Kampschroeder and Wilhelmina Kampschroeder his wife of the County of Douglas and State of Kansas of the first part, and Viretta Tegart of Lawrence Douglas County Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nineteen 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 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 West quarter of the northwest quarter of section no eight (8) and the south west quarter of section no eight (8) except the following: Beginning at the South west corner of said section thence running North to the center of channel of Dry branch Creek thence in an easterly direction with the meanderings of said Creek and in the center thereof so far that a line run south to the South line of said section and thence west to beginning shall include 24 acres of land: all in Township no Eighteen (18) South of Range No eighteen (18) East of 6th p.m. This is an express condition of this mortgage however that whereas John Tegart has recently heard of for five years last past and said Viretta Tegart is unable to obtain his signature to a deed of the said premises in part payment of which this mortgage is given that said Viretta Tegart will if she should survive said John Tegart if possible or give good title to said parties of the first part by bringing suit to quiet title and obtaining decree for payment shall be required of the last three hundred Dollars hereby secured

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 except a prior mortgage given to Wm. T. Sinclair dated May 7 1896 and recorded in the Office of Register of Deeds said County in Book 30 at page 597

This grant is intended as a Mortgage to secure the payment of the sum of Nineteen hundred Dollars being part purchase money of above described premises 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 $500 due Mch. 1 1898 and one of $1400 due in three years from date with privilege of payment of $100. or any multiple thereof on principal at any time with interest thereon at the rate of seven per cent per annum payable annually until maturity and ten per cent interest per annum 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 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 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

Henry Kampschroeder (SEAL.)
Wilhelmina Kampschroeder (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

L.D.

Be it Remembered, That on this 15th day of February, A. D. 1898, before me, L. A. Wight, a Notary Public in and for said County and State, came Henry Kampschroeder and Wilhelmina Kampschroeder 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 L. A. Wight Notary Public.

Recorded Feb. 16th A. D. 1898, at 8 o'clock a. M.

G. A. Sorman Register of Deeds.

Recorded June 4th 1901
G. A. Sorman
Register of Deeds
By Lillie B. Stopman
Deputy

The following is endorsed on the original instrument
The note herein described having been fully paid this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 4th day of June A. D. 1901
Viretta Tegart
Attest:
Jos. E. Riggs.