

This Indenture, Made this Nineteenth day of February in the year of our Lord one thousand eight hundred and ninety Eight between Fred Sulzen of Lecompton in the County of Douglas and State of Kansas of the first part, and William Henry of the second part.

Witnesseth, That the said part is of the first part in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve 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 North East quarter of Section nine (9) Township twelve (12) Range Eighteen (18) Containing 160 acres more or less. Also The South East quarter of Section Four (4) Township twelve (12) Range Eighteen (18) Containing 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Fred Sulzen Theodore Sulzen and William Sulzen do hereby covenant and agree that at the delivery hereof they were 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 Two Thousand Dollars

according to the terms of Four certain Promissory notes this day executed and delivered by the said Parties of the first part to the said part y of the second part:

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 part y 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 part y making such sale on demand to the said Fred Sulzen Theodore Sulzen and William Sulzen heirs and assigns.

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

Signed and delivered in presence of

J. B. Vincent

STATE OF KANSAS,

County of Douglas } ss.

Fred Sulzen (SEAL.)  
Theodore Sulzen (SEAL.)  
William Sulzen (SEAL.)

Be it Remembered, That on this 19<sup>th</sup> day of February, A. D. 1898, before me, J. B. Vincent, a Notary Public in and for said County and State, came Fred, Sulzen Theodore Sulzen and William Sulzen 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 Nov. 11<sup>th</sup> 1900 J. B. Vincent Notary Public.  
Recorded Feb. 21 A. D. 1898, at 3<sup>20</sup> o'clock P.M.

W. B. Dorman  
Register of Deeds.

The following is endorsed on the original instrument -  
This instrument described having been paid in full, the mortgage is hereby released, and the lien thereby created discharged. As witness my hand, this 7<sup>th</sup> day of May A.D. 1901 - William Henry

Recorded May 7, 1901 -  
By J. B. Vincent -  
Register of Deeds -  
Deputy