

This Indenture, Made this 9th day of March in the year of our Lord one thousand eight hundred and ninety eight between P.A. Sailer and his wife Nellie Sailer of Marion Township in the County of Douglas and State of Kansas of the first part, and Wendelin Sailer of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of eight 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 South half of the South West quarter of Section thirty-two in Township nineteen of Range eighteen East of the 6th Principal Meridian Kansas

with all the appurtenances, and all the estate, title and interest of the said part is 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 title to the same against all parties lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars it being for part purchase money for the said described premises according to the terms of One certain note and five Coupon Notes this day executed and delivered by the said P.A. Sailer and Nellie S. Sailer to the said party of the second part: at Lawrence Kansas, principal note due March 9th 1903, and interest note due March 9th each year from date

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 of the second part making such sale on demand to the said P.A. Sailer and Nellie S. Sailer heirs and assigns.

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

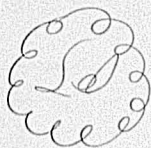
Signed and delivered in presence of

P.A. Sailer (SEAL)
Nellie S. Sailer (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } SS.
County of Douglas



Be it Remembered, That on this 9 day of March, A. D. 1898, before me, James Brooks, a Notary Public in and for said County and State, came P.A. Sailer and Nellie S. Sailer 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. 4, 1901 James Brooks Notary Public.
Recorded March 9 A. D. 1898, at 3³⁰ o'clock P. M.

W. A. Norman Register of Deeds.

The following is signed on the original instrument. The note herein having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As Witness my hand this 8th day of June A.D. 1903. Wendelin Sailer

Recorded June 8th A.D. 1903
W. A. Norman
Register of Deeds
By J. L. Norman
Deputy