

This Indenture, Made this 1<sup>st</sup> day of April in the year of our Lord one thousand eight hundred and ninety eight between William R. Fuchs and Jennie Fuchs his wife of Salina, Kan. in the County of Douglas and State of Kansas of the first part, and John Selzer of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 one half (1/2) of Sixty Five (65) acres off the South Side of the South half (1/2) of the South East quarter (1/4) of Section Nineteen (19) Township (14) of Range Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William R. Fuchs and Jennie Fuchs do hereby covenant and agree that at the delivery hereof they are 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 One Thousand Dollars according to the terms of a certain Coupon Note this day executed and delivered by the said Parties of the first part to the said party 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 parties 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 last above written.

Signed and delivered in presence of

William R. Fuchs (SEAL.)  
Jennie Fuchs (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Franklin } SS.

Be it Remembered, That on this 1<sup>st</sup> day of April, A. D. 1898, before me, William R. Fuchs and Jennie Fuchs his wife a Notary Public in and for said County and State, came William R. Fuchs and Jennie Fuchs his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

Subscribed name  
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 on the 14 day of November 1900 D. J. Gregory Notary Public.  
Recorded April 11 A. D. 1898, at 8<sup>15</sup> o'clock a M.

L. A. Norman  
Register of Deeds.

The following is a copy of the original instrument, as it is hereby released on this original instrument, this 11<sup>th</sup> day of January A.D. 1900.

John Selzer.

Recorded Jan. 11<sup>th</sup> 1900.

Register of Deeds, By William R. Fuchs, B. Supreme Deputy.