

This Indenture, Made this 6th day of August in the year of our Lord one thousand eight hundred and ninety eight between Solomon Werts and Eleanor A. Werts, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Charles Fathholz of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Five Hundred Seventy three + 3/4 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 part y 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 Forty (40) Acres of the South West quarter of Section Eight (8) Township Fourteen (14) Range Twenty one (21) East

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Solomon Werts and Eleanor A. Werts 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 except a mortgage thereon for Three Hundred + Seventy Dollars, to which this is made Subject

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Seventy three + 3/4 Dollars, and the interest thereon according to the terms of One certain Promissory note this day executed and delivered by the said Solomon Werts and Eleanor A. Werts to the said part y of the second part: Copy of Note - #57337, Given Kansas Aug 6th 1898 Four years after date promise to pay to the order of Charles Fathholz, Five Hundred Seventy three + 3/4 Dollars, with Seven per cent interest per annum from date until paid, Solomon Werts and Eleanor A. Werts 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 part y 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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Solomon Werts (SEAL.)
Eleanor A. Werts (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 6th day of August A. D. 1898, before me, Charles A. Hill, a Notary Public in and for said County and State, came Solomon Werts and Eleanor A. Werts, his wife to me personally known to be the same person s 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 July 22^d 1900 Charles A. Hill
Recorded August 18th A. D. 1898, at 5 o'clock P.M. Notary Public.

L. B. Bowman
Register of Deeds.

The following is endorsed on the original instrument.
The note herein mentioned having been paid in full, this mortgage is hereby released and the lien hereby created discharged.
As witness my hand this 7th day of July, A.D. 1901
Charles Fathholz.

Recorded July 9th 1901
W. W. Andrews
Register of Deeds.