

This Indenture, Made this 17th day of August in the year of our Lord one thousand eight hundred and ninety eight between Frank S. Bernitz and Alice Bernitz his wife of Gudora in the County of Douglas and State of Kansas of the first part, and Adolph Lotz Jr. Gudora Kansas of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Three Hundred and fifty \$ 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 East quarter (1/4) of the South East quarter (1/4) Section No Three (3) Township No Thirteen (13) Range No. Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Frank S. Bernitz and Alice his wife 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 Three Hundred Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Frank S. Bernitz and Alice his wife to the said party of the second part: \$350. Dated August 17-1898 due three years after date with eight per cent. Int. per annum, payable annually 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 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 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, appraisal 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 party making such sale on demand to the said Frank Bernitz Alice Bernitz their heirs and assigns.

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

Signed and delivered in presence of

Frank S. Bernitz (SEAL.)
Mrs. Alice Bernitz (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 18th day of August, A. D. 1898, before me, Charles Pilla, a Notary Public in and for said County and State, came Frank Bernitz and Alice Bernitz 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 Jan'y 16, 1899

Recorded August 19th A. D. 1898, at 4⁰⁰ o'clock P.M.

Chas. Pilla
Notary Public.

G. D. Bowman
Register of Deeds.

The foregoing is endorsed on the original instrument

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 20th day of October, A.D. 1899

Recorded October 31, 1899

G. D. Bowman

Register of Deeds
By H. O. Fisher
Dep.

Attest
Adolph Lotz Jr.

Chas. Pilla