

This Indenture, Made this fourteenth day of September in the year of our Lord one thousand eight hundred and ninety eight between Fritz Madl Sr. and Antonia Madl his wife and Fritz Madl Jr. a single man of Coudora in the County of Douglas and State of Kansas of the first part, and R. Schmitt of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 East sixty five 65 acres of the South half 1/2 of the South East quarter 14 of Section Number Twenty five 25 in Township Number Thirteen 13 South of Range Number Twenty two East of the Sixth 6th Principal Meridian and containing Sixty Five acres

with all the appurtenances, and all the estate, title and interest of the said party 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.

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred and Fifty Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Fritz Madl Sr. Antonia Madl. Fritz Madl Jr. to the said party of the second part: Due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid

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, 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 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 first above written.

Signed and delivered in presence of

L. H. Corse

Fritz Madl Sr. (SEAL.)

Antonia Madl (SEAL.)

Fritz Madl Jr. (SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 14th day of September, A. D. 1898, before me, L. H. Corse, a Notary Public in and for said County and State, came Fritz Madl Sr. and Antonia Madl his wife and Fritz Madl a single man 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 Jan. 16, 1901 L. H. Corse Notary Public.
Recorded September 21 A. D. 1898, at 10 o'clock A.M.

W. D. Bowman
Register of Deeds.

(Assigned in Book 37 Page 162)
(Assigned in Book 37 Page 344) (For Release see Book 39 Page 506)

Recorded