

This Indenture, Made this Fifteenth day of October, A.D. 1898, between S. W. Metsker and Salome Metsker, his wife, of Douglas County, in the State of Kansas, of the first part and Charles F. Schwarz, of Douglas County, in the State of Kansas of the second part, Witnesseth: That said parties of the first part, in consideration of the sum of Five hundred and $\frac{70}{100}$ Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas to wit: The S.W. quarter of S. 24 of T. 14 of R. 18 less 1 a for Cemetery and $1\frac{1}{4}$ sold off. To have and to hold the same, together with all the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, forever. Provided always, and these presents are upon this express condition, that whereas, said S. W. Metsker and Salome Metsker his wife, have this day executed and delivered one certain promissory note in writing, to said party of the second part of which the following is a copy. Five years after date for Value received we promise to pay to Chas. F. Schwarz or order at The Merchants National Bank. Five Hundred Dollars, with interest at five per cent. per annum after date until paid payable annually. Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof, are not paid when the same are by law made payable then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part, further agree upon default of the above covenants and conditions, or any or either of them, to pay the sum of - Dollars, for the mortgagor or assigns, Attorney's fees for foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation and secured by these presents, and shall be included in, and operate as a part of the judgement upon foreclosure of this mortgage, appraisal waived. In Witness Whereof The

The following is endorsed on original indenture.
The note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created discharged
L. F. Schwarz

Recorded Nov. 1st A.D. 1903
Attest
Register of Deeds
By J. L. Lawrence
Deputy