

This Indenture, Made this 2nd day of July in the year of our Lord Nineteen Hundred between Harry Adams and Hattie Adams, his wife of Worden in the County of Douglas and State of Kansas, of the first part, and Charles Schwarz of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred fifty (350.00) 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: A tract of land in the south east quarter (1/4) of section Thirty-one (31), Township Fourteen (14) Range Nineteen (19) described as follows:

Commencing at a point sixteen (16) Rods and Nine (9) feet on the south line of said South East quarter (1/4) sixteen (16) Rods and Nine (9) feet West of the South East corner of said quarter (1/4), thence North Five (5) Rods and Four (4) feet, thence West Six (6) Rods and Eight (8) feet, thence South Five (5) Rods and Four (4) feet, thence East Six (6) Rods and Eight (8) feet to the point of beginning, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said Harry Adams and Hattie Adams his wife 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, and that they will warrant and defend the same against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred and fifty Dollars according to the terms one certain promissory note this day executed and delivered by the said Harry Adams and Hattie Adams his wife to the said party of the second part; payable at Worden, Kansas, as follows, to-wit: Three Hundred and fifty Dollars on or before the second day of July A. D. 1905.

Payments on this note may be made by parties of first part to the party of second part at any time before said note is due in sums not less than Fifty Dollars, with interest thereon at five (5%) per cent per annum, and this conveyance shall be void if such payments be made as therein 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 money arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of 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.

*The following 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.
At witness my hand this 25th day of October A.D. 1905.
Charles Schwarz.*

Recorded Jan 28th 1907

*Attest: Wm. C. Thompson,
Register of Deeds.*