

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of October in the year of our Lord one thousand eight hundred and ninety eight between Christ G. Schwarz, and Sophie Schwarz, his wife of Millow Springs, D.C. in the County of Douglas and State of Kansas of the first part, and John N. Macomb of Lawrence Mo. of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of One Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} sold and by these presents do grant, bargain, sell and mortgage to the said part 7 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 half of the East half of the South East quarter of Section (19) Nineteen Tp (14) Fourteen, South of Range Nineteen (19) east of the 6th Principal Meridian, containing 40 acres More or less

with all the appurtenances, and all the estate, title and interest of the said part 7 of the first part therein. And the said Christ G Schwarz and Sophie Schwarz do hereby covenant and agree that at the delivery hereof they are the lawful owner 2 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 One hundred Dollars

according to the terms of one certain note this day executed and delivered by the said Christ G Schwarz wife to the said part 7 of the second part: John N. Macomb

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 ies of the second part their 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 ies of the second part 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 ies making such sale on demand to the said Christ G Schwarz wife heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha^{ve} hereunto set their hands and seal the day and year first above written,

Signed and delivered in presence of
Walter L. Howe Christ G. Schwarz (SEAL.)
Sophia Schwarz (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } SS.



Be it Remembered, That on this 15th day of Oct A. D. 1898 before me, Walter L. Howe, a Notary Public in and for said county and State, came Christ G. Schwarz and Sophie Schwarz to me personally known to be the same person 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 5 1899 Walter L. Howe Notary Public.
 Recorded October 14 A. D. 1898, at 5 o'clock P. M.

W. B. Soxman
 Register of Deeds.

The following is indorsed on the original instrument
 1898
 Received of C. G. Schwarz the within named mortgage the sum of One hundred and 00/100 Dollars, in full satisfaction of the within mortgage.
 John N. Macomb

Recorded Oct 25-1901
 W. B. Soxman,
 Register of Deeds,
 By Edwin W. Sopeman,
 Deputy.