

This Indenture, Made this 30th day of August in the year of our Lord one thousand eight hundred and ninety seventy between Mary Apitz and Charles Apitz her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and E. A. Kasold of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Lot No. One (1) containing 44 and 7/100 acres more or less and Lot No. Two (2) containing 45 and 2/100 acres more or less, described as the North East quarter (1/4) of Section Three (3) Township Twelve (12) Range Nineteen (19) in Douglas County.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mary and Charles Apitz 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 except one certain Mortgage for \$800 payable to Adolf Rau, dated May 7/95 with its interest

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said Mary and Charles Apitz to the said parties of the second part: E. A. Kasold, Three years after date with 7 per cent. Interest payable Semi-annually

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 Mary and Charles Apitz their heirs and assigns.

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

Signed and delivered in presence of

A. A. Cooper

Mary Apitz (SEAL)
Charles Apitz (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas



Be it Remembered, That on this 30th day of August, A. D. 1897, before me, A. A. Cooper, a Notary Public in and for said county and State, came Mary Apitz and Charles Apitz her husband 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 March 26, 1901. A. A. Cooper Notary Public.
Recorded November 28, A. D. 1898, at 9⁴⁵ o'clock A. M.

W. B. Bowman
Register of Deeds.

This following is endorsed on the original instrument -
The note hereby described having been paid in full, this mortgage is hereby released,
and the same hereby created discharged. As witness my hand, this 1st day of December A.D. 1900 -
E. A. Kasold

Recorded Dec-1-1900
By William B. Bowman, Deputy