

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23rd day of November in the year of our Lord one thousand eight hundred and ninety eight between Louis Schuster unmarried of Eudora in the County of Douglas and State of Kansas of the first part, and A. A. Oberholtzer of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do es grant, bargain, sell and mortgage to the said party of the second part 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 Lots Number Eleven (11) Twelve (12) Thirteen (13) and Fourteen (14) in block Two Hundred and Seventeen (217) in the City of Eudora

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Louis Schuster do es hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Three Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Louis Schuster to the said party of the second part: Payable Three years from date with 7 per cent interest per annum from date

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 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 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 Louis Schuster heirs and assigns.

In Witness Whereof, The said party of the first part, ha S hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Louis Schuster (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.



Be it Remembered, That on this 23rd day of November, A. D. 1898, before me, O. F. Richards, a Notary Public in and for said county and State, came Louis Schuster, unmarried

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 April 1-1902 O. F. Richards
Recorded November 26th A. D. 1898 at 10⁰⁰ o'clock A. M. Notary Public.

G. P. Sossman
Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the said thereby created discharged.
On witness my hand, this Jan. 1-1902
H. A. Oberholtzer
Attest: C. F. Richards

Recorded Jan. 2nd 1902
G. P. Sossman,
Register of Deeds.
By Wm. B. Sossman Deputy.