

This Indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and ninety Eight between Richard Oswald, and Kate Oswald, husband and wife of Niellow Springs in the County of Douglas and State of Kansas of the first part, and Louis Haas of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred 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 The West half (1/2) of the South East quarter (1/4) of Section Twenty Seven (27) Township Twelve (12) Range Nineteen (19)

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with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Richard Oswald and Kate Oswald, Husband and wife do hereby covenant and agree that at the delivery hereof they are 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 Five Hundred Dollars

according to the terms of One certain note this day executed and delivered by the said Richard Oswald and Kate Oswald to the said party of the second part: Secured by a note of even date herewith. Five years after we promise to pay to Louis Haas, the sum of Five Hundred Dollars, at Six per cent interest, interest payable 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 Party of the first part 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

Richard Oswald (SEAL.)
Kate Oswald (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 15 day of December, A. D. 1898, before me, G. P. Sorman a Notary Public in and for said county and State, came Richard Oswald and Kate Oswald husband and wife to me personally known to be the same persons 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 Jan 5 - 1902 G. P. Sorman Notary Public.
Recorded December 15 A. D. 1898 at 12 o'clock P. M.

G. P. Sorman
Register of Deeds.

The following is endorsed on the original instrument.
The notes herein described having been paid in full, this mortgage is hereby released and the land thereby created discharged.
Louis Haas.
Dec 29 1904.

Recorded Jan 29 1904.
G. P. Sorman
Register of Deeds.