

This Indenture, Made this 27th day of February in the year of our Lord one thousand eight hundred and ninety Nine between Christian Muefkuhle and Mary Muefkuhle his wife of the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of Lawrence Kansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Seven 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 part 2^d 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 North West quarter of Section No. Fourteen (14), in Township No. Thirteen (13) South of Range No. Eleven (11) East of the 6th M., also the West half of the North West quarter of Section No. Three (3) in Township No. Thirteen (13) South of Range No. Eleven (11) East of the 6th M., containing 160 acres of land more or less the last named piece being subject to an Eight Hundred Dollar mortgage to William S. Sinclair, recorded in Book "34" at page 408

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said second party his heirs or assigns forever against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars,

according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said part 2^d of the second part: Due in Two years from date, with interest from date to maturity as evidenced by coupons attached hereto and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property together with possession thereof. 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 2^d 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 part 2^d 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 part 2^d making such sale on demand to the said Parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Christian A. Muefkuhle (SEAL.)
Mary A. Muefkuhle (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 28th day of February A. D. 1899, before me, James Brooks a Notary Public in and for said county and State, came Christian Muefkuhle and Mary Muefkuhle his 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 Nov. 4, 1901
Recorded Feb. 28th A. D. 1899, at 4¹⁵ o'clock P. M.

James Brooks
Notary Public.
G. P. Foxman
Register of Deeds.

The following is endorsed on original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
As Witness my hand this 25th day of February A. D. 1901
Wm. S. Sinclair
attest
Lena Unruh
For parties released see Book 39 Page 130
Recorded Feb. 25th A. D. 1901
Ad. Amosberg
Register of Deeds
By J. L. Lawrence
Deputy.

