

**This Indenture**, Made this 18 day of August in the year of our Lord one thousand eight hundred and ninety nine between Henry Knabe and Adella A. Knabe his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Elizabeth M. Fritz of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Six 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 her 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 18, one hundred and eighty one (181) Kentucky Street in the City of Laurance. This mortgage is given to secure the payment of a portion of the purchased money for said above described premises.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

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 a mortgage to secure the payment of a note of \$800 upon which \$200 has been paid.

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred and fifty Dollars.

according to the terms of and certain promissory note this day executed and delivered by the said Henry and Adella A. Knabe to the said party of the second part: Payable on or before January 1<sup>st</sup> 1900 with interest at the rate of seven (7) per cent per annum payable from September 1<sup>st</sup> 1899.

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 her 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 her 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 of the first part Henry Knabe his heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS,  
County of Douglas } SS.

**Be it Remembered**, That on this 18 day of August, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said county and State, came Henry Knabe and Adella A. Knabe his wife 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 January 14 1903  
Recorded August 28<sup>th</sup> A. D. 1899, at 3<sup>10</sup> o'clock P.M.

Alfred Whitman  
Notary Public.

E. D. Boxman  
Register of Deeds.



Recorded November 27, 1899  
 \$600.00  
 Received of Henry Knabe, the within named mortgagee the sum of Six Hundred and fifty and no 100 dollars in full satisfaction of the within mortgage.  
 Alfred Whitman  
 Register of Deeds  
 Deputy

(Released See Book 37 Page 278)