

This Indenture, Made this Third day of October in the year of our Lord one thousand eight hundred and ninety nineteen between Herman F. Schmardebeck and wife of Douglas County, Kansas in the County of Douglas and State of Kansas of the first part, and Henry C. Haas and Lucy Haas his wife of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and Seventy Five 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 parties of the second part their 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 East half of the South West Quarter of Section Seventeen (17) Township, Southern (14th) South of Range nineteen (19) East of the Sixth Principal Meridian, subject to a mortgage of \$625.00 dated May 29th 1899 and recorded in Mortgage Record 361 page 17 of Douglas County Records

with all the appurtenances, and all the estate, title and interest of the said part 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.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Seventy Five Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the second part, his heirs or assigns to the said part of the second part, but one year from date with interest from date to maturity at the rate of seven per cent per annum.

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 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 part 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 of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Edw. Ruling
STATE OF KANSAS,
County of Douglas } ss.

Herman F. Schmardebeck (SEAL.)
Alce S. Schmardebeck (SEAL.)

Be it Remembered, That on this 3 day of Oct, A. D. 1899, before me,

Herman F. Schmardebeck and Alce S. Schmardebeck his wife a Notary Public in and for said county and State, came Herman F. Schmardebeck and Alce S. Schmardebeck 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 Jan. 3, 1902 Geo F. Sorman Notary Public.
Recorded Oct 3 A. D. 1899, at 1.30 o'clock P. M.

W. Dorman
Register of Deeds.

*This following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. Attest: my hand this 15th day of Oct. A.D. 1901 -
W. Dorman*

*Recorded Nov. 5 - 1901
W. Dorman
Register of Deeds -
By Lillian B. Sorman -
Deputy*