

This Indenture, Made this 5th day of January in the year of our Lord one thousand eight hundred and ninety one between Louis Schuster, unmarried,

of Endora in the County of Douglas and State of Kansas of the first part, and Agnes S. Fuller of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Seventy five DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, has he sold and by these presents do grant, bargain, sell and mortgage to the said part of 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 lots numbers eleven (11) Twelve (12) Thirteen (13) Fourteen (14) and fifteen (15) in Block two hundred and seventeen (217) in the City of Endora, County and State aforesaid. This mortgage is given subject to another mortgage of \$300 given to H.A. Oberholzer, on first four lots named and to be first mortgage on last lot named.

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

Louis Schuster does 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 except a mortgage of \$300 given to H.A. Oberholzer, which he agrees to pay

This grant is intended as a Mortgage to secure the payment of the sum of Seventy five dollars

according to the terms of one certain promissory note this day executed and delivered by the said Louis Schuster to the said part of of the second part: Agnes S. Fuller payable one year from date hereof

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 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 part of 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 part of making such sale on demand to the said Louis Schuster, his heirs and assigns.

In Witness Whereof, The said part of of the first part, has 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, } SS.
County of Douglas

Be it Remembered, That on this 5 day of January, A. D. 1901, before me, O. G. 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, subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 10 1901 O. G. Richards Notary Public.

Recorded Feb 19 A. D. 1901, at 8 o'clock P.M.

H. D. Fox Register of Deeds.

The following is endorsed on the original instrument—
This note to have been described having been paid in full, this mortgage is hereby released, and the loan thereby created, discharged. As witness my hand this Jan. 5th 1901.

Agnes S. Fuller

C. F. Richards

Notary

Recorded Jan. 5th 1901
O. G. Richards
Register of Deeds
H. D. Fox