This Indenture, Made this seventh day of March in the year of our Lord one thousand eight hundred and eighty Eight between Peter Brecheisen and Caroline his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and Charles Durr of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Twelve hundred and forty Eight 22/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: Eighty acres of land being the South (½) half of the South East (¼) Quarter Section (3) three Township (14) fourteen Range (21) twenty one

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Peter Brecheisen and Caroline his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Twelve hundred and forty Eight Dollars 22/100 according to the terms of two certain Notes this day executed and delivered by the said Peter Brecheisen and Caroline his wife to the said part y of the second part: one Note amounting to $448 at 9% due June 1888 and the other one amounting to $800 at 9% due March 7/90

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 y 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 y 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 of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Peter Brecheisen and Caroline his wife heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha ve hereunto set their hand s and seal s the day and year first above written.

Signed and delivered in presence of

Chas Pilla

Peter Brecheisen (SEAL.)
Caroline Brecheisen (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 7th day of March A. D. 188 8, before me, Charles Pilla, a Notary Public in and for said County and State, came Peter Brecheisen and Caroline his wife to me personally known to be the same person s 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 17th 1891.

Chas Pilla
Notary Public.

Recorded Oct 31 A. D. 1888, at 4 o'clock P. M.

James Brooks
Register of Deeds.

Assigned See Book 35 Page 553

For Release See Book 39 Page 572