

This Indenture, Made this fourth day of December in the year of our Lord one thousand eight hundred and eighty eight between Henry H. Giesenius and Louise Giesenius his wife of Billora in the County of Douglas and State of Kansas of the first part, and August Giesenius of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 party 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 North West quarter 1/4 of the North West quarter 1/4 of Section Number Eight Township Number Thirteen Range Twenty one 21-40 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry H. Giesenius and wife 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 Twelve hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Henry H. Giesenius and Louise Giesenius his wife to the said party of the second part: and payable on or before three years after date thereof and bearing interest at 7% per annum payable annually and of even 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 party 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 party 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 party making such sale on demand to the said Henry H. Giesenius and Louise Giesenius his wife heirs and assigns.

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

Signed and delivered in presence of

Chas Pilla

Henry H. Giesenius (SEAL.)

Louise Giesenius (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 4th day of December, A. D. 1888, before me, Chas Pilla, a Notary Public in and for said County and State, came Henry H. Giesenius and Louise Giesenius 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 January 17 1891.

Chas Pilla

Notary Public.

Recorded Dec. 11 A. D. 1888, at 11 o'clock A. M.

Amos Brooks
Register of Deeds.

The following is endorsed on the original instrument:
In consideration of full payment of this within mortgage
I hereby release the same this 3 day of February 1892.
August Giesenius

The following is endorsed on the original instrument:
In consideration of full payment of this within mortgage
I hereby release the same this 3 day of February 1892.
August Giesenius

In consideration of full payment of the within mortgage I hereby release the same this 24th day of June 1892.

In consideration of full payment of the within mortgage I hereby release the same this 11th day of February 1892.

Amos Brooks
Register of Deeds