

This Indenture, Made this 21<sup>st</sup> day of September in the year of our Lord one thousand eight hundred and eighty nine between Charles Schuricht and Emma Schuricht his wife, and Frederic Giesen and Caroline Giesen his wife of Euclora in the County of Douglas and State of Kansas of the first part, and G. H. Giesen of Kansas City, Mo. of the second part,

Witnesseth, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Four 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 part 2<sup>d</sup> 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 South half of Lot Number Seven (7) in Block One hundred & forty five (145) as designated on the Plat of the City of Euclora Kansas now on file in the office of the Register of Deeds of Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Charles Schuricht, Emma Schuricht, Frederic Giesen and Caroline Giesen 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 Four hundred dollars

according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said part 2<sup>d</sup> of the second part: Copy of Note: G. H. Giesen of Kansas City, Mo. \$400.00. This note is to be paid to the order of G. H. Giesen of Kansas City, Mo. in installments of \$10.00 per month, beginning on the 1<sup>st</sup> day of October, 1890, and continuing until the 1<sup>st</sup> day of September, 1892, when the balance of \$200.00 shall be paid. Interest at the rate of 10% per annum payable annually from date until paid.

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 2<sup>d</sup> 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 2<sup>d</sup> 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 2<sup>d</sup> making such sale on demand to the said parties of the second part their 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

Chas Schuricht (SEAL.)

Emma Schuricht (SEAL.)

Freid Giesen (SEAL.)

Caroline Giesen (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 21<sup>st</sup> day of September, A. D. 1890, before me, Charles A. Hill, a Notary Public in and for said County and State, came Charles Schuricht, Frederic Giesen and Caroline Giesen and Emma Schuricht 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 July 2<sup>nd</sup> 1892. Charles A. Hill Notary Public.

Recorded Oct. 1<sup>st</sup> A. D. 1890, at 12 o'clock M.

Jesse Brooks Register of Deeds.

This instrument is recorded on original instrument. The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand this 17 day of June, 1896. G. H. Giesen.

The foregoing instrument was carried on original instrument. The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand this 10 day of February, 1896.