

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 30th day of January in the year of our Lord one thousand eight hundred and Ninety two between Henry Giesenis and Louisa Giesenis his wife of Douglas in the County of _____ and State of Kansas of the first part, and Charles Giesenis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Ten 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 14 of the North West quarter 14 of Section number Eight & Township Thirteen 13 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 Giesenis wife do hereby covenant and agree at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Ten Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Henry Giesenis and wife to the said party of the second part:

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 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 Giesenis and Louisa his wife their heirs and assigns.

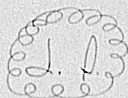
In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above-written. this 30th day of January in the year of our Lord eighteen hundred and ninety two

Signed and delivered in presence of
Chas Pilla

Henry Giesenis (SEAL.)
Louisa Giesenis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30th day of Jan, A. D. 1892, before me Chas Pilla, a Notary Public in and for said County and State, came Henry Giesenis and Louisa 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 17 1893 Chas Pilla Notary Public.
Recorded Feb 13 A. D. 1892, at 11 o'clock A. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
In consideration of full payment of the mortgage mortgage
I hereby release the same this 21 day of January 1893
Charles Giesenis

Recorded February 21 1893
James Brooks
Register of Deeds