

my official seal, on the day and year above last written.

W. E. Brubaker

Com. Exps May 7, 1893.

Notary Public County, Kansas.

Recorded July 13, 1891 at 9³⁰ o'clock A.M.

James Brooks

Register of Deeds.

This Indenture, Made this 9th day of July A.D. 1891 between Fred Giesen and Caroline Giesen, his wife of Douglas County, in the State of Kansas of the first part and C. H. Giesen of Kansas City, in the State of Missouri of the second part. Witnesseth, That said parties of the first part, in consideration of the sum of Three hundred & fifty and $\frac{1}{2}$ Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas to wit: Lots No. Five (5) Six (6) and Seven (7) in Block No. One hundred and seventy (170) with the improvements thereon in the City of Eudora according to the plat of said City.

To Have and to Hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

Provided, Always, And these presents are upon this express condition, that whereas said Fred Giesen has this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy: Eudora, Kas July 9th 1891.

\$350. Three years after date I promise to pay to the order C. H. Giesen Three hundred & fifty dollars, value received, with interest at seven per cent per annum interest to be paid annually.

Signed F. Giesen

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law

The following is indorsed on original instrument.
Received of Fred Giesen and Caroline Giesen, the within named mortgagors the sum of Three hundred and fifty Dollars in full satisfaction of the within mortgage.
Recorded January 21, 1896
James Brooks
Register of Deeds