

The following is endorsed on the original instrument -  
\$2000 = Receipt of Franz Yogl the sum of two thousand Dollars,  
in consideration whereof, I hereby acknowledge full satisfaction of the  
within mortgage, and release the within described premises from the lien  
thereof.

Alfred Durr.

In presence of E. S. Wilson,

Deputy.

Recorded - Aug - 16 - 1902 -  
L. W. Johnson,

Register of Deeds,  
St. Louis, Mo.

seven (157) Acres, more or less, and the said Franz Yogl and Barbara Yogl do hereby  
covenant and agree that at the delivery hereof they were the lawful owners of the  
premises above granted, and seized of a good and indefeasible estate of inheri-  
tance therein, free and clear of all incumbrances and that they will Warrant and  
Defend the same in the quiet and peaceable possession of the said party of the  
second part, his heirs and assigns forever, against all persons claiming the same.

To Have and to Hold the same, together with all and singular the rights, privileges,  
tenements, hereditaments and appurtenances thereunto belonging or in any-  
wise appertaining, forever, upon this express condition, to wit: That whereas  
Franz Yogl and Barbara Yogl have this day executed and delivered their certain  
promissory note to said party of the second part, in words and figures as  
follows, viz:

\$9000<sup>00</sup>

Kansas City Missouri Oct 14th 1893

One year after date we promise to pay to the order of Alfred Durr Two thousand  
\$2000 Dollars, at Eudora Kansas with interest at 8 per cent per annum from Date  
until paid, payable annually. Value received.

To

Dur

Franz Yogl

Barbara Yogl

Now if said parties of the first part, their executors, administrators or assigns  
shall pay or cause to be paid to said party of the second part, his executors,  
administrators or assigns, said sum of money in the above described note  
mentioned, together with the interest thereon, according to the tenor and ef-  
fect thereof, 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, or if the taxes and assessments of every nature which are or may be  
assessed or levied against said premises or any part thereof are not paid when  
the same are made due and payable, or if said insurance is not effected,  
and if the policy and certificates are not assigned, as aforesaid, then, and  
upon failure of the said parties of the first part to perform the foregoing pro-  
visions, covenants and agreement, or any or either of them, the whole of said  
sum, sums and interest thereon shall, at the option of the said party of the  
second part, become due and payable forthwith, whether due by the terms  
of said note or not, and said party of the second part shall be entitled to  
have and maintain his action in any court of competent jurisdiction  
for the recovery of the whole sum secured by this mortgage, and for all  
costs and expenses of such suit. Appraisal waived.

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

Executed & attested in presence of)

Franz Yogl  
Henry F. Rose

Franz Yogl

Barbara Yogl