

The following is abstract of original instrument
The within Mortgage having been paid in full it is hereby
released on the original instrument this 8th day of July A.D. 1899.

Underwood & Underwood
By H. E. Ellis their Attorney in fact

By J. H. Newman
Register of Deeds.

Recorded July 10th 1899

This Indenture, Made this 9th day of March in the year of our Lord one thousand eight hundred and ninety four between John Eiler and Hannah Eiler his wife of Calmiga Twp. in the County of Douglas and State of Kansas of the first part, and Underwood & Underwood of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand 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 parties of the second part their 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 the North east quarter of Section thirty one (31) Township fourteen (14) Range twenty one (21)

The buildings on the above described land are to be kept insured in some responsible Insurance Company for their full insurable value during the continuance of this loan, with loss payable to the mortgagees herein named, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 One thousand Dollars, according to the terms of one certain Real Estate coupon note this day executed by the said parties of the first part to the said parties of the second part. Payable five years after date with interest at the rate of 8% per annum payable semi annually. Principal and interest draw 10% after maturity or any default in payment of interest.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for the said parties of the second part their executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law "appraisal waived," and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any

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of J. H. Newman
14-1-1899