

This Indenture, Made this 1st day of September in the year of our Lord one thousand eight hundred and ninety four between John Eiler and Hannah Eiler husband and wife of Calumna Twp, in the County of Douglas and State of Kansas of the first part, and Alfred Dyffe 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 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 half of the South East Quarter of Section No. Thirty One (31) in Township No Fourteen (14) South of Range No Twenty One (21) East of the Sixth P.M. containing Eighty (80) acres more or less with the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said John Eiler and Hannah Eiler 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 encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of two certain promissory notes this day executed by the said John Eiler and Hannah Eiler to the said party of the second part. 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 party of the second part his 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, "appraisement waived"; and out of all money 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 surplus, if any there be, shall be paid by the party making such sale on demand, to the said John Eiler and Hannah Eiler or their heirs and assigns.

In Witness Whereof. The said parties of the first part have hereunto set their

The following is indorsed on the original instrument
The within mortgage having been paid in full, it is hereby released
on the original instrument this 3rd day of March A.D. 1896
Alfred Dyffe.

Recorded March 30th 1896
J. M. Moore

Register of Deeds