

his heirs and assigns forever, all the following described real estate, lying and situate in the County of Douglas and State of Kansas, to wit: Beginning at a point on the East line of the North East quarter of Section No Twenty (20) Township Fourteen (14) South of Range No Twenty (20) twenty six rods North of the Southeast corner of said quarter section; thence due West twenty one and one third rods; thence due North Seventy five rods; thence due East twenty one and one third rods to the East line of said quarter section; thence South Seventy five rods to the place of beginning. all of said tract lying and being in the aforesaid quarter, in the aforesaid County and State.

To Have and to Hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining unto the said party of the second part, his heirs and assigns forever.

Provided Always, and these presents are upon this express condition, that whereas the said Isaac Kemphel and Rebecca Kemphel have this day executed and delivered their certain promissory note in writing, to said party of the second part, of which the following is a copy.

\$100.00

Lawrence, Kansas, January 11th 1896.

Three years after date we promise to pay to the order of Andrew Eberhart One Hundred Dollars at the Lawrence National Bank, interest at 6% per annum payable annually.

(Signed)

Isaac Kemphel

Rebecca Kemphel

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, the said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same; and pay all taxes and assessments of every nature, which are or may be assessed and levied against said premises, or any part thereof, then these presents shall wholly be 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 aforesaid are not paid when the same are by law made due and payable, then and upon default of these provisions and covenants, or any or either of them, the whole of said sum or sums, and interest thereon, shall and by these presents do become due and payable, and said party of the second part shall be entitled to the possession of said premises. And all and every sum and sums herein made payable by said parties of the first part, remaining unpaid, shall be included in and operate as a part of the judgment upon foreclosure of this mortgage.

Appraisement Waived.

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

In consideration of full payment of the within mortgage, I hereby release the same this 16th day of March 1896.

A. F. Eberhart

Andrew Eberhart
Owner of 2 Rods.