

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

T. A.

Thomas Thompson

Notary Public.

Recorded April 14, 1896 at 10 o'clock P.M.

James Brooke

Register of Deeds

The following is endorsed on the original instrument -

Received of Henry F. Deister the within named mortgage -
of six hundred and 100 Dollars - in full satisfaction of the within mortgage -
John H. Buchanan

Recorded Mar. 13-1901

By H. Bowman

Register of Deeds

By William B. Brown

Deputy

Chas. S. Sinclair

(Registered See Book Page 432)

This Indenture, Made this second day of April in the year of our Lord, one thousand eight hundred and ninety six between Henry F. Deister and Mary F. Deister his wife of Kanwaka or Clinton in the County of Douglas and State of Kansas, of the first part, and S. N. Van Noesen of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Six hundred (\$600) 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 (1/2) of the South West quarter of section number fourteen (14) in Township number thirteen (13) of Range number seventeen (17) Eighty acres, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry F. Deister and Mary F. Deister 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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of six hundred (\$600) Dollars, according to the terms of one certain promissory note this day executed by the said Henry F. Deister to the said party of the second part. Said note being given for the sum of six hundred (\$600) Dollars, dated April 2, 96 due and payable in five years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, at the expense of the parties of the first part, and