

This Indenture, Made this 10 day of October in the year of our Lord one thousand eight hundred and ninety four between Ellis Kael and Matilda Kael his wife of in the County of Douglas and State of Kansas of the first part, and Augusta Phelps of the second part,

Witnesseth, That the said part III of the first part in consideration of the sum of Thirteen Hundred 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 her 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 North East quarter of Section Twenty five (25) Township Thirteen (13) of Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party 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 Thirteen Hundred Dollars according to the terms of one certain Note or Bond five coupons this day executed and delivered by the said Ellis Kael and Matilda Kael to the said party of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part heirs and assigns.

In Witness Whereof, The said part II of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Amie Baumgartner

Ellis Kael

Matilda Kael

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 10 day of October, A. D. 1894, before me, James Brooks, a Notary Public in and for said County and State, came Ellis Kael and Matilda Kael

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov 4 1897

Recorded Oct 10 A. D. 1894 at 11 o'clock M.

Notary Public.

Register of Deeds.

(For Release See Book 33, Page 539.)