

This Indenture, Made this 17th day of January in the year of our Lord one thousand eight hundred and ninety four between August H. Fiehler and Lydia H. Fiehler his wife of Douglas in the County of Douglas and State of Kansas of the first part, and N. O. Brundley of Auburn New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of fifteen 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 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 South East Quarter of Section No. fifteen (15), Township No. fifteen (15) South, of Range No. twenty (20) East, of the Sixth Principal Meridian, being the homestead of the said parties of the first part, who agree to maintain \$600 insurance upon the buildings now on or to be erected on said land, during the existence of this loan, for benefit of second party, his heirs and assigns.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said August H. Fiehler and Lydia H. Fiehler his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of fifteen hundred dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest from maturity or default in the payment of interest, until fully paid, at the rate of ten per cent per annum 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 his 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 his 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 August H. Fiehler and Lydia H. Fiehler their heirs and assigns.

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

Signed and delivered in presence of

August H. Fiehler (SEAL.)
Lydia H. Fiehler (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 17th day of January, A. D. 1894, before me, N. O. Brundley, a Notary Public in and for said County and State, came August H. Fiehler and Lydia H. Fiehler his wife 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 Jan 17 1895
Recorded Jan 19 A. D. 1894, at 9⁴⁵ o'clock A. M. N. E. Benson Notary Public.

James Brooks Register of Deeds.

The following is a true and correct copy of the original instrument as the same appears from the original instrument. The note herein described having been paid in full this mortgage is hereby released and the same is hereby discharged. As witnesses my hand and seal this 17th day of January A.D. 1900. N. O. Brundley Notary Public. Josephine R. Brundley Recorded January 10th 1900. (Registered See Book 31 Page 488)