

This Indenture, Made this 21 day of September in the year of our Lord one thousand eight hundred and ninety five between John H. Eibest of Kansas in the County of Douglas and State of Kansas of the first part, and William E. Russell of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eleven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 North West quarter of Section twenty two (22) in Township twelve (12) of Range thirteen (13) East of the 6th P.M. This Mortgage is given to secure purchase money on the above described land this day bought of the said William E. Russell

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John H. Eibest hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage #150000 Recorded in Book 4 Page 755 Douglas County Records

This grant is intended as a Mortgage to secure the payment of the sum of Eleven hundred Dollars according to the terms of Two certain promissory notes this day executed and delivered by the said John Henry Eibest to the said party of the second part: One for \$100 due on or before October 20, 1895 and One for \$1000.00 due on or before February 1, 1896 both to draw interest at ten per cent after maturity

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 John H. Eibest heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John H. Eibest

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21 day of September, A. D. 1895, before me, James Brooks, a Notary Public in and for said County and State, came John H. Eibest

to me personally known to be the same person 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 November 11, 1897

Recorded Sept 21 A. D. 1895 at 4 o'clock P. M.

James Brooks

Notary Public.

James Brooks

Register of Deeds.

This following is indorsed on original instrument
The note herein described having been paid in full, this Mortgage is hereby released and the lien thereby created discharged.

As Witness my hand, this 1st day of February A.D. 1896
Recorded February 1, 1896

William E. Russell
James Brooks

Register of Deeds

John H. Eibest

The following is indorsed on the original instrument
The note herein described having been paid in full, this Mortgage is hereby released and the lien thereby created discharged