

This Indenture, Made this 16th day of October in the year of our Lord one thousand eight hundred and ninety nine between T. J. Naisig and Maria his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Andreas Krauss of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three 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: Lot 5 in (10) Block One hundred thirty five (135) City of Eudora County, State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said T. J. Naisig & Maria his wife 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 Three hundred \$ Dollars according to the terms of One certain Note this day executed and delivered by the said T. J. Naisig & Maria his wife to the said party of the second part: \$300 dated Oct 16/99 due on or before 12 years after date with 7% interest from date. Interest payable annually

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 T. J. Naisig & Maria his wife heirs and assigns.

In Witness Whereof: The said part 1st of the first part, have thereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Adolph Lotz Jr.
Adolph Lotz Jr.

T. J. Naisig (SEAL.)
Maria x Naisig (SEAL.)
mark
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16th day of October, A. D. 1899, before me, Charles Gilla, a Notary Public in and for said County and State, came T. J. Naisig & Maria 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 16th 1899 Chas Gilla Notary Public.
Recorded Oct 19 A. D. 1899 at 5:10 o'clock P M.

James Brooks Register of Deeds.

The following is a copy of an original instrument
The state herein described having been paid in full this mortgage
is hereby released and the lien thereby created is changed.
As witness my hand this 14 day of Dec A.D. 1899,
Andreas Krauss
Notary Public in and for said County and State

Recorded Dec 13th 1899