

This Indenture, Made this 16<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety six between Charles Schuricht and Lena Schuricht his wife and Fred Giesen and Carrie Giesen his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Miss Emma Schuricht of the second part,

**Witnesseth,** That the said parties 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: the South Half (1/2) of Lot number Seven (7) in Block number One Hundred and forty five (145) in the city of Eudora

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles Schuricht and Lena Schuricht and Fred Giesen and Carrie Giesen 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 a certain promissory Note this day executed and delivered by the said Charles Schuricht's wife and Fred Giesen's wife to the said party of the second part: for the term of three years, with interest at the rate of 8 per cent per annum 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 Charles Schuricht and wife and Fred Giesen and wife heirs and assigns.

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

Signed and delivered in presence of

Chas Schuricht (SEAL.)  
Lena Schuricht (SEAL.)  
Fred Giesen (SEAL.)  
Carrie Giesen (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

**Be it Remembered,** That on this 16<sup>th</sup> day of January, A. D. 1896, before me, @ J. Richards, a Notary Public in and for said County and State, came Charles Schuricht and Lena Schuricht his wife and Fred Giesen and Carrie Giesen his wife 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 Dec - 29 - 1898 @ J. Richards Notary Public.  
 Recorded Jan 17 A. D. 1896 at 10<sup>30</sup> o'clock A. M.

James Brooks  
 Register of Deeds.

For Release See Book 57- Page 73.