

The following is attached to the original instrument.

Register of Deeds, Douglas County, Kansas, May 8, 1918.

This is to certify that a certain Mortgage dated the 18th day of January 1896, given to the undersigned by Fred Giesemin and Caroline Giesemin to receive the payment of the sum of \$400.00, due and payable May 8th 1918 -- 191 -- has been fully paid and satisfied, and I do hereby authorize you to cancel the same on the records of your office.

Recorded May 9 1918
Estelle M. Peterson
Register of Deeds

This Indenture, Made this 18th day of January in the year of our Lord one thousand eight hundred and ninety six between Fredrick Giesemin and Caroline his wife of Eudora in the County of Douglas and State of Kans of the first part, and Augusta Giesemin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: lots nos 1, 2, 3, and 4, in Block One Hundred and Twenty, 70 with all improvements thereon, in the City of Eudora according to the Plot of said City.

with ~~all~~ the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Fredrick Giesemin 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 Four Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Fredrick Giesemin wife 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 therefor, 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 Fredrick Giesemin and Caroline his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this 18th day of January, in the year of our Lord eighteen hundred and ninety six.

Signed and delivered in presence of

Fred Giesemin (SEAL.)
Caroline Giesemin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 18th day of January, A. D. 1896, before me, Char Billa, a Notary Public in and for said County and State, came Fredrick Giesemin and Caroline 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 January 16th 1899 Char Billa
Recorded Jan 1 A. D. 1896 at 15 o'clock 1 M. Notary Public.

James Brooks
Register of Deeds.

The following is indexed and on file in original instrument