

This Indenture, Made this Second day of April in the year of our Lord one thousand eight hundred and ninety six between Henry Deister and Wilhelmina Deister his wife of Atchafalpa in the County of Douglas and State of Kansas of the first part, and J. N. Van Nostrand of the second part,

**Witnesseth**, That the said part III of the first part in consideration of the sum of Five hundred (\$500) DOLLARS, to them 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 fractional quarter of section number thirty (30) in township number twelve (12) of Range number Eighteen (18) South, being the land vested by Douglas County to Henry Deister about Feb'y 20, 1884 and containing a fraction more than thirty five acres.

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said Henry & Wilhelmina Deister 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 Five hundred (\$500) Dollars according to the terms of One certain Note this day executed and delivered by the said Henry Deister and wife to the said party of the second part: due in five years after date with interest at the rate of Eight per cent payable annually on the 2d day of April each year

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 Henry Deister or wife their heirs and assigns.

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

Signed and delivered in presence of

Henry Deister (SEAL.)  
Wilhelmina Deister (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 2d day of April, A. D. 1896, before me, Jay Sherman a Notary Public in and for said County and State, came Henry Deister & Wilhelmina Deister 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 Feb 26 1900. Jay Sherman Notary Public.  
Recorded April 11 A. D. 1896, at 7:50 o'clock P M.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 22nd day of January 1901

John B. Buckhead

Wm. B. Sherman  
Register of Deeds,  
(Assigned See Book 3 Page 524)

