

This Indenture, Made this 26th day of December in the year of our Lord one thousand eight hundred and ninety six between Nerry Giesenis and Louise Giesenis his wife of Eudora in the County of Douglas and State of Kansas of the first part, and C. A. Hill of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five 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 Number Eleven (11) Block Number One hundred and thirty five (135) in the City of Eudora according to the Plat of said City as recorded.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Nerry Giesenis and Louise Giesenis 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 dollars and the interest thereon according to the terms of One certain Mortgage Note this day executed and delivered by the said Nerry Giesenis to the said party of the second part:

Copy of Note:
I, Nerry Giesenis, of the County of Douglas and State of Kansas, do hereby certify that I have executed and delivered to the said party of the second part a certain Mortgage Note for the sum of Five hundred dollars and the interest thereon at the rate of eight percent per annum, payable semi-annually from December 26th 1896 until paid in full.

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 parties of the first part or their heirs and assigns.

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

Signed and delivered in presence of

Nerry Giesenis (SEAL.)
Louise Giesenis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29 day of December, A. D. 1896, before me, O. J. Richards, a Notary Public in and for said County and State, came Nerry Giesenis and Louise Giesenis 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 March 6 1897 O. J. Richards Notary Public.
Recorded Dec 29 A. D. 1896, at 10⁵ o'clock M.

Janus Brooks
Register of Deeds.

The following is indicated on the Original Instrument:
This note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
As Witness my hand, this 25th day of December A. D. 1897
C. A. Hill

Recorded Dec 29 1897

By Janus Brooks Register of Deeds

