

This Indenture, Made this Twenty Eighth day of May in the year of our Lord one thousand eight hundred and ninety Eight between Alexander Keiser and Mary Keiser his wife of in the County of Douglas and State of Kansas of the first part, and Fredericka Buchheim of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Sixty Five 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 her 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 West Fifty Three and one third (53 1/3) acres of the South East Quarter of Section No. Thirty Five (35) in Township No. Four (4) South of Range No. Seventeen (17) East of 6th Principal Meridian being the homestead of the said parties of the first part

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part her heirs and assigns

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Sixty Five Dollars according to the terms of a certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: due in 5 years from date with interest after maturity or default at the rate of ten per cent per annum the interest to maturity being evidenced by coupons attached to said note

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 her 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 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 their 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

James Brook
Wm. J. Sinclair

Alexander Keiser (SEAL.)
Mary Keiser (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 20 day of July, A. D. 1898, before me, Wm. J. Sinclair, a Notary Public in and for said County and State, came Alexander Keiser and Mary Keiser 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 November 9th 1900
Recorded July 9th A. D. 1898, at 10¹⁰ o'clock a. M.

Wm. J. Sinclair Notary Public.
H. B. Brown Register of Deeds.

The following is endorsed on original indenture
In consideration of full payment of the within
mortgage hereby release the same this day of Dec. first, 1902
Frederick Buchheim
Recorded March 16th 1902
J. L. Gorman
Deputy Register of Deeds

