

This Indenture, Made this 28th day of January in the year of our Lord one thousand eight hundred and ninety Nine between Fred Giesenis and Caroline Giesenis, his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Charles Fitholz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 One-Fourth (1/4) of Lot Number Seven (7) in Block One Hundred and Forty Five (145), in the City of Eudora, according to the Plat of said City.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Fred Giesenis and Caroline 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 Two Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Fred Giesenis and Caroline Giesenis to the said party of the second part: Payable in Two years from date, with 8 per cent interest per annum from date

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 Fred Giesenis and Caroline Giesenis 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

Fred Giesenis (SEAL.)
Caroline Giesenis (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.



Be it Remembered, That on this 28th day of January, A. D. 1899, before me, O. A. Richards, a Notary Public in and for said county and State, came Fred Giesenis and Caroline Giesenis 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 April 1st 1902 O. A. Richards Notary Public.
Recorded February 9th A. D. 1899, at 8¹⁰ o'clock A. M.

H. H. Soxman
Register of Deeds.