

This Indenture, Made this 1st day of November in the year of our Lord one thousand eight hundred and eighty nine between Fred Ott and Clara his wife in the County of Douglas and State of Kansas of the first part, and Charles Pilla Eudora Douglas County Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One hundred and thirty two 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 part 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: one South Eighty (60) acres of the East half (1/2) of the South East quarter (1/4) Section twelve (12) Township Thirteen (13) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said Fred Ott and Clara his wife do—herby 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 except a Mortgage of \$1500 given to Hugh Blair & \$4292 given to Elias Pilla

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and thirty two according to the terms of One certain Note this day executed and delivered by the said Fred Ott & Clara his wife to the said part 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 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 part 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 of 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 Ott & Clara his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written this 1st day of November in the year of our Lord one thousand eight hundred and eighty nine

Signed and delivered in presence of

Fred Ott (SEAL)

Clara Ott (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 1st day of November, A. D. 1889, before me, Henry Abels, a Notary Public in and for said County and State, came

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 Oct-6th 1891.

Recorded Nov-7th A. D. 1889, at 2:20 o'clock P.M.

Notary Public.

Register of Deeds.

The following is indented on the original instrument
The note executed by the mortgagor is to be placed in the
mortgage book of the County of Douglas and to be recorded
in the County of Douglas and to be recorded in the County of Douglas
Recorded from 27th Nov 1889
James Brooke
Register of Deeds

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
24th day of October 1895.