

This Indenture, Made this 21st day of January in the year of our Lord one thousand eight hundred and eighty Ninety between Jacob Reusch and Laura his wife of Endora in the County of Douglas and State of Kansas of the first part, and Charles Pilla Endora Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and thirty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have said 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 half of the South West Quarter (41) Section (5) five Township (44) fourteen Range (21) twenty one

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob Reusch & Laura his wife 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 except a Mortgage of \$500.00 given to Lizzie Lewis

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and thirty five Dollars 15¢ according to the terms of One certain Note this day executed and delivered by the said Jacob Reusch & Laura his wife to the said party 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 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 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 Jacob Reusch & his wife heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this 21st day of January in the year of our Lord eighteen hundred and Ninety Jacob Reusch (SEAL.)
Mrs Laura Reusch (SEAL.)
(SEAL.)
(SEAL.)

Signed and delivered in presence of

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21st day of January, A. D. 1890, before me, H. C. Brune Justice of Peace, a Notary Public in and for said County and State, came Jacob Reusch & Laura 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 18

Recorded Jan 22 A. D. 1890, at 3 o'clock P. M.

H. C. Brune J. P. Endora
Douglas Co. Kans

James Brooks
Register of Deeds.

The following is incorporated in the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 21st day of January 1893
Charles Pilla

Bonds January 4-1893
James Brooks

Register of Deeds

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
21st day of January 1893
Charles Pilla

Wm. J. Johnson
Register of Deeds