

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25 day of October in the year of our Lord one thousand eight hundred and Ninety between John Eiler and Hannah Eiler his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Alfred Doffe of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve Hundred (\$1200⁰⁰) 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 North half of the South East Quarter of Section No. 27, one (31) Towns hip No. Fourteen (14) Range No. Twenty one (21) being Eighty acres, more or less

with — the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do — hereby covenant and agree, at the delivery hereof they are the lawful owner — of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances, Excepting a mortgage for \$500⁰⁰

This grant is intended as a Mortgage to secure the payment of the sum of

Twelve Hundred Dollars according to the terms of 3 certain Notes this day executed and delivered by the said John Eiler to the said party of the second part; payable at Wellsville, Kansas with interest from date at 6% per annum as follows, to-wit:

\$100⁰⁰ dollars on the 1st day of March 1892
\$400⁰⁰ dollars on the 1st day of March 1893
\$400⁰⁰ dollars on the 1st day of March 1895 with interest thereon
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 or 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 moneys arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said John Eiler heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this 29th day of October in the year of our Lord eighteen hundred and Ninety.

Signed and delivered in presence of

John Eiler (SEAL.)
Hannah Eiler (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Franklin County } ss.

Be it Remembered, That on this — 29th — day of — October —, A. D. 1890, before me E. E. Laddie, a Notary Public in and for said County and State, came John Eiler and Hannah Eiler his wife to me personally known to be the same person s 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 Jan — 4th — 1893 E. E. Laddie Notary Public.
Recorded Dec — 15 — A. D. 1890, at 10th o'clock A — M.

James Brooks Register of Deeds

(For Release See Book 26 Page 672)