

This Indenture, Made this 10th day of February in the year of our Lord one thousand eight hundred and Ninety One between Christian Kohler unmarried of Endora in the County of Douglas and State of Kansas of the first part, and Charles Pilla of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 East quarter (1/4) of the North West quarter (1/4) of the Section twenty one (21) Township thirteen (13) Range twenty one (21) containing forty (40) acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Christian Kohler does hereby covenant and agree, at the delivery hereof he is 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

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 promise or note this day executed and delivered by the said Christian Kohler 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 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 or demand to the said Christian Kohler heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Christian Kohler (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10th day of February, A. D. 1891, before me O. Y. Richards, a Notary Public in and for said County and State, came Christian Kohler, Unmarried 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 Feb 26th 1893 O. Y. Richards Notary Public
Recorded Feb 12 A. D. 1891, at 5³⁰ o'clock P-M.

James Brooks Registrar of Deeds

The following is recorded on the original instrument
The notes herein described having been paid in full, this mortgage
is hereby released, and the same hereby created discharged
attest A. L. O'Byrne
Recorded September 28th 1894
James Brooks



The following is recorded on the original instrument