

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 8<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety one between Ben & Foust and Emma his wife of Endora in the County of Douglas and State of Kansas of the first part, and Chas Pilla of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 North East quarter of the North East quarter of Section Twenty three 23 Township thirteen 3 Range Twenty (20) with all improvements thereon

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ben & Foust and Emma his wife do hereby covenant and agree, at the delivery hereof they are the lawful owners 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 Five Hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Ben & Foust and Emma his wife to the said party of the second part: payable on or before 3 years after date as provided in said note with 5% interest per annum

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 on demand to the said Ben & Foust and Emma his wife their 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

Ben & Foust (SEAL.)  
Emma Foust (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 8<sup>th</sup> day of April, A. D. 1891, before me Henry Abels, a Notary Public in and for said County and State, came Ben & Foust and Emma 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 Oct 6 1891 Henry Abels Notary Public.  
Recorded April 11 A. D. 1891, at 8<sup>30</sup> o'clock A M.

James Brooks Register of Deeds

The following is endorsed on the original instrument  
This note secured by up within mortgage having been paid in full  
I hereby authorize the Recorder of Douglas County to take the same off record. Endora Dec 17/93  
Charles Pilla Mortgage  
Recorded Jan 16th 1893  
James Brooks