

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26 day of October in the year of our Lord one thousand eight hundred and ninety one between George Eiler of Wellsville Kansas & O. G. Singelman of Franklin in the County of Franklin and State of Kansas of the first part, and G. M. Cain of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 East Half (E 1/2) of the South West Quarter (S W 1/4) of Section thirty-two (32) Township forty-two (42) North and Range twenty-one (21) West containing Eighty Acres (80) 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 George Eiler Singelman doth 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 estate 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 of Five Hundred Dollars this day executed and delivered by the said George Eiler of Wellsville Kansas & O. G. 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 on demand to the said party of the first part to his 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

A. M. Bennett Notary Public

George Eiler (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Franklin

Be it Remembered, That on this 26 day of October, A. D. 1891, before me A. M. Bennett, a Notary Public in and for said County and State, came George Eiler a singelman 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—6—1894 A. M. Bennett Notary Public.

Recorded Nov—5— A. D. 1891, at 10 o'clock A—M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
I acknowledge complete satisfaction of the within mortgage
and release the same of record this 12th day of Nov 1892
G. M. Cain
Montague

Recorded November 16th 1892
James Brooks
Register of Deeds

