

JOURNAL CO. PUBLISHED WEEKLY

This Indenture, Made this 29th day of December in the year of our Lord one thousand eight hundred and ninety two between Jacob Reusch and Laura Emma his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Charles Pella, Eudora Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred and forty nine ⁴⁶/₁₀₀ 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: South half of the South West Quarter Section five (5) Township fourteen (14) Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said do hereby covenant and agree that at the delivery hereof Jacob Reusch and wife 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 \$1000.00 given to Delia B. Stewart

This grant is intended as a Mortgage to secure the payment of the sum of six hundred and forty nine ⁴⁶/₁₀₀ Dollars according to the terms of one certain note this day executed and delivered by the said Jacob Reusch and 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 and 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Jacob Reusch and Laura E. his wife heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written, this 29th day of December, in the year of our Lord ninety two Jacob Reusch (SEAL)
Signed and delivered in presence of Laura E. Reusch (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 11th day of January, A. D. 1893, before me John C. Hagenbuch a Notary Public in and for said County and State, came Jacob Reusch and his wife Laura Reusch 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 May 5th 1896 John C. Hagenbuch Notary Public.
Recorded Jan 4 A. D. 1893, at 10²⁰ o'clock A—M. James Brooks Register of Deeds.

The following is indorsed on the original instrument
Eudora Kansas, Jan'y 27, 1893
Received from Jacob Reusch Secured Seven hundred of five 70/100 Dollars
as payment in full of the within Mortgage and in full satisfaction
of the within Mortgage
Chas Pella

Recorded Jan 28th 1893
J. D. H. Hagenbuch



The following is indorsed on the original instrument