

This Indenture, Made this 7 day of April in the year of our Lord one thousand eight hundred and ninety four between John Eiler and Hannah Eiler of Black Jack in the County of Douglas and State of Kansas of the first part, and J. L. Hughes Black Jack of the second part,

Witnesseth, That the said part LL of the first part in consideration of the sum of four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has do sold and by these presents do LL grant, bargain, sell and mortgage to the said party of the second part LL 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 (1/2) of the North East quarter (1/4) Section Thirty one (31) Township Southern (1/4) Range Twenty One (21) all in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part LL of the first part therein. And the said John Eiler and Hannah Eiler (his wife) do LL hereby covenant and agree that at the delivery hereof they 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 One thousand dollar mortgage held by Underwood and Underwood of Ottawa Kansas

This grant is intended as a Mortgage to secure the payment of the sum of four hundred dollars and Int. bearing coupons according to the terms of A certain Coupon Mortgage this day executed and delivered by the said John Eiler and Hannah Eiler 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 LL 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 part of the second part LL executors, administrators or 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said John Eiler and Hannah Eiler or their heirs and assigns.

In Witness Whereof, The said part LL of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

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

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 7 day of April, A. D. 1894, before me, E. J. Crooke 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 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 March 10 1894 E. J. Crooke Notary Public.  
Recorded July 1 A. D. 1895 at 10 o'clock M.

James Brooks Register of Deeds.

The following is endorsed on original instrument:  
The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
At witness my hand, this 7 day of April, A.D. 1896

Recorded June 25, 1896 James Brooks Register of Deeds  
J. L. Hughes  
J. L. Carman Deputy