

This Indenture, Made this 9th day of November in the year of our Lord one thousand eight hundred and ninety five between Daniel Stans and Pauline his wife of Euclid in the County of Douglas and State of Kans. of the first part, and O. R. Kohler of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ll sold and by these presents do grant, bargain, sell and mortgage to the said part 2d 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: Lot number Nine 9 in Block No One hundred and thirty six 136 in the City of Euclid, County & State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Daniel Stans and wife do hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Daniel Stans wife to the said part 2d 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 part 2d 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 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 Daniel Stans and wife their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha ll hereunto set their hands this 9th day of November in the year of our Lord nineteen and ninety five.

signed and delivered in presence of

Char Billa

Daniel Stans

(SEAL.)

Pauline Stans

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of November, A. D. 1895, before me, Char Billa, a Notary Public in and for said County and State, came Daniel Stans and Pauline his wife 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 16th 1897
Recorded Dec 9 A. D. 1895 at 10⁴⁵ o'clock A. M.

Char Billa

Notary Public.

James Brooks
Register of Deeds.

The following was endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged
Witness my hand this 28th day of November A.D. 1898
R. R. Kohler
attest to J. Richards 3

Recorded November 24th 1898

L. J. Lawrence
Register of Deeds
Nov 21 1898