JOURNAL COMPANY, Printers, Binders and Blank Book Makers, Lawrence, Kansas

This Indenture, Made this first day of October A. D. 1903 between Thos. H. Darling (single) of Douglas County, in the State of Kansas of the first part, and Chas. Pilla of Douglas County, in the State of Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Six-hundred and Twenty-one AND 70/100 DOLLARS, the receipt of which is hereby acknowledged, do es by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

His undivided one fourth interest in and to the north east quarter of the south west quarter and Lots, No-2- and Three-3- of section Thirty-one 31 Township Twelve-12- Range Twenty one-21- East of 6th P.M.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:—

Provided, Always, And these presents are upon this expressed condition, that whereas said Thomas. H. Darling (single) has this day executed and delivered Two certain promissory notes in writing to said party of the second part, of which the following are copies Eudora Ks. Oct. 1st 1900.

$621.70 One year after date I promise to pay to the order of Chas. Pilla, Adm., of Estate of M. A. Ogdon Four hundred twenty one 70/100 dolls. at his office in Eudora Kans. value received with int. at 6% per annum after date until paid. Thos. H. Darling.

$200.00 Eudora Kans. Oct. 1st 1900.
On or before Oct. 1st 1902 after date, I promise to pay to the order of Chas. Pilla Two hundred dollars at his office in Eudora value received with int. at 6% per annum after date until paid payable annually, Due Oct. 1. 1902 Thos. H. Darling

Now, If said party of the first part shall pay or cause to be paid to said party of the second part, his successors heirs, or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Thom. H. Darling

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 1st day of October A. D. 1903 before me the undersigned, a Henry Abels a Notary Public in and for the County and State aforesaid, came Thomas H. Darling (single)

who personally known to me to be the same person who executed the ~~within~~ foregoing instrument ~~of writing,~~ and ~~such person~~ duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official Seal, the day and year last above written.

Henry Abels Notary Public.
My commission ~~Term~~ expires Oct 4th 1903

Recorded Oct. 3rd A. D. 1903, at 5 10 o'clock P. M.
H. B. Newman Register of Deeds.

The following is endorsed on the original instrument
Eudora Sept 20-1902-
Received of Thos. H. Darling and Chas. Pilla
the within named mortgage the sum of Six hundred
sixty six and 65/100 Dollars in full satisfaction of the within mortgage.
Chas. Pilla Adm. of Estate of M. A. Ogdon dec-

Recorded Oct 20th 1902-
G. H. Sorman
Register of Deeds
By Ella B. Sorman
Deputy.