

This Indenture, Made this 11<sup>th</sup> day of January A. D. 1895, between  
 of Douglas County, in the State of Kansas of the first part, and  
 of Leavenworth County, in the State of Kansas of the second part:

Witnesseth, That said part of of the first part, in consideration of the sum of  
Six hundred AND 00 DOLLARS,  
 the receipt of which is hereby acknowledged, does 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:—

The east fifty five (55) feet (55  $\frac{3}{4}$ ) of Lot number Ten is in Block No. One hundred & forty four (144) in the City of Eudora County & State aforesaid.

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

ha ✓ this day executed and delivered one certain promissory note in writing to said part of of the second part, of which the following see cop if: \$600.00 Eudora Mo. Jan'y. 11 1902  
Three years after date I promise to pay to the order of Chas. Nemed Six hundred dollars at State Bank of Eudora. Value received with interest at 6 per cent per annum after date until paid, with privilege to pay \$100.00 once of principal on any interest pay day, interest payable annually.  
Done Jan'y. 11 1905 Joseph Gillner

Now, If said part of of the first part shall pay or cause to be paid to said part of of the second part, his 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 part of of the second part shall be entitled to the possession of said premises.

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

Attest: Chas. Pilla

STATE OF KANSAS, } SS:  
County of Douglas County,

Be it Remembered, That on this 11<sup>th</sup> day of January A. D. 1895 before me the undersigned, a Chas. Pilla a Notary Public in and for the County and State aforesaid, came

who to me personally known to me to be the same person who executed the  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.

Chas. Pilla

Notary Public.

Recorded Jan'y. 15<sup>th</sup> A. D. 1895 at 10<sup>th</sup> o'clock AM.  
My commission Term expires Jan'y. 16 1905  
W. H. Soxman Register of Deeds.



The following is entered on the original instrument  
 \$600.00 Eudora Mo. Jan'y. 11 1905.  
 Received of Joseph Gillner the sum of Six hundred  
 and 00 Dollars in full satisfaction of the within Mortgage  
 Charles Nemed

Recorded Jan 6-1905  
 W. H. Soxman  
 Register of Deeds