

This Indenture, Made this Twenty Third day of March in the year of our Lord one thousand eight hundred and ninety nine between John W. Kindred and Eliza B. Kindred, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Charles Pilla of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty six hundred 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: The east half of the north east fractional quarter (Lot one) of section number twenty eight 28 in Township number Twelve 12 north of range number twenty one 21 East of the sixth 6th P.M. and the north twenty eight 28 acre of the west fractional half of the northeast fractional quarter (Lot two 2) of section number twenty eight 28 in Township number twelve 12, South of Range number twenty one 21 East of the sixth Principal Meridian, and containing more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

Res Stamp  
\$1.00

This grant is intended as a Mortgage to secure the payment of the sum of Twenty six hundred dollars

according to the terms of one certain Mortgage note this day executed and delivered by the said John W. Kindred and Eliza B. Kindred to the said party of the second part: Due in five years from date with interest from date to maturity or default as by the coupons attached to said note and interest after maturity or default at the rate of seven per cent per annum until fully paid. Lender reserves the right to pay any amount of the principal at any time. 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 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

John W. Kindred (SEAL.)  
Eliza B. Kindred (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 24 day of March, A. D. 1897, before me, a Justice of Peace, a Notary Public in and for said county and State, came John W. Kindred and Eliza B. Kindred, husband and 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

Recorded March 29 A. D. 1897, at 2:50 o'clock P. M.

J. F. Thompson  
Notary Public  
G. F. Foxman  
Register of Deeds.

The following is a copy of the original instrument.  
82677-2. Entered No. Sept. 25<sup>th</sup> 1897.  
Record of John W. Kindred, who without named mortgage the sum of  
Twenty six hundred and seventy eight and no/100 dollars in full satisfaction of the within mortgage.  
Recorded Oct. 9<sup>th</sup> 1897.  
G. F. Foxman, Register of Deeds.