

This Indenture Made this First day of August
 A.D. 1881 Between Elizabeth Mitchell And Horace Mitchell
 her husband of Douglas County in the State of Kansas
 of the first part and J. W. Smith of Shawnee County
 in the State of Kansas of the second part.
 Witnesseth, That said parties of the first part in
 consideration of the sum of Forty Dollars
 the receipt of which is hereby acknowledged do 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 the
 County of Douglas ^{And State of Kansas} to wit,
 The West Forty eight and $\frac{79}{100}$ ^(48 $\frac{79}{100}$) acres of the North West frac-
 tional quarter (being the West fractional half of the
 North West fractional quarter) of Section No. Eighteen
 (18) ^{in Township No. 12 Range No. 10 East} East of the Sixth P.M. Also Twenty (20) acres off of
 the North end of the East half of the North West quarter
 of Section No. thirty three (33) in Township No. Eleven
 (11) South of Range No. Eighteen (18) East of the Sixth P.M.
 containing in all Forty eight and $\frac{79}{100}$ ^(48 $\frac{79}{100}$) acres more or less
 To have and to hold the same Together with all and
 singular the tenements, hereditaments and appurte-
 nances thereto belonging or in anywise appertaining
 forever

Provided always And these presents are upon this
 express condition that whereas said Elizabeth Mitchell
 and Horace Mitchell have this day executed and
 delivered one certain promissory note to said party
 of the second part for the sum of Forty Dollars
 bearing even date herewith payable at the office of
 The Kansas Loan & Trust Company, Topeka Kansas in
 equal installments of Four Dollars each the first
 installment payable on the first day of February 1882
 the second installment on the First day of August
 1882 and one installment on the first days of
 February and August in each year thereafter until
 the entire sum is fully paid And if default
 be made in the payment of any one of said install-
 ments when due or any part thereof then all
 unpaid installments shall become immediately
 due and payable at the option of the party of the
 second part or the legal holder of said note
 and shall draw interest at the rate of twelve
 per cent per annum from the date of said note
 until fully paid All appraisement and stay laws waived
 Now if said Elizabeth Mitchell & Horace Mitchell shall

The following is printed on the original instrument
 of Elizabeth Smith 4-19-1886
 The condition of within mortgage having been fully
 satisfied the same is hereby released
 Recorded August 23rd 1887
 Wm. G. Gresham