

This Indenture, Made this first day of October in the year of our Lord one thousand eight hundred and eighty six

Witnesseth that Abram Smith and Sarah E. Smith his wife of the County of Douglas and State of Kansas, party of the first part, for and in consideration of the sum of Four Hundred Dollars, conveys and warrants to Marcus A. Tolman party of the second part, his heirs and assigns, the real estate hereinafter described, situate in the County of Douglas and State of Kansas, to wit:

The West half of the North East quarter and the South East Quarter of the North East quarter all in Section number thirty five 35 Town number Fourteen 14 South of Range number eighteen 18 East of the Sixth P. M. and containing One hundred and Twenty 120 Acres more or less.

To secure the said party of the second part for an actual loan of money made to the said Abram Smith and Sarah E. Smith as evidenced by one certain Bond do. Thirteen Thousand and Four Hundred and Seven of Two Hundred Dollars, of even date herewith, in and by which said bond the party of the first part promise to pay to the order of Marcus A. Tolman in lawful money of the United States of America, the principal sum of Four Hundred Dollars,

Three years after date hereof, with interest thereon at the rate of seven per centum per annum, interest payable semi-annually, according to and upon presentation of interest coupons therefor hereto attached, both principal and interest being payable at the National Bank of Commerce, in New York City. Also Providing, that in case any interest on any of said sums shall remain unpaid for ten days after the same becomes due, then the entire sum covered by said bond and secured by this Mortgage shall to become immediately due and payable, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is further expressly agreed, that the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is further agreed, that the first party shall repay to the second party all and every such sum or sums of money as may have been paid by them or any of them, for taxes or

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Recorded Oct. 5, 1886 at 4^o clock P.M. James Brooks Register of Deeds
By Alex. C. Tolman Deputy