

in this condition, that whereas said Albert R. and Sarah A. Pitt have this day executed and delivered five certain promissory notes in writing to said party of the second part, of which the following are copies:

Big Springs Kansas July 10 1855

Sixty days after date we promise to pay to the order of W. S. Pennington two hundred dollars at eight percent interest per annum without defalcation value received

Big Springs Kansas July 10 1855 On or before April 1st 1859 we promise to pay to the order of W. S. Pennington two hundred and sixty eight dollars at eight percent interest per annum without defalcation value received

Big Springs Kansas July 10 1855 On or before April 1st 1859 we promise to pay to the order of W. S. Pennington two hundred and sixty eight dollars at eight percent interest per annum without defalcation value received

Big Springs Kansas July 10 1855 On or before April 1st 1859 we promise to pay to the order of W. S. Pennington four hundred and two dollars at eight percent interest without defalcation value received

Big Springs Kansas July 10 1855

On or before April 1st 1859 we promise to pay to the order of W. S. Pennington four hundred and two dollars at eight percent interest per annum without defalcation value received

Now, said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of the same; but these debts shall be wholly discharged and void; and other debts shall remain in full force and effect. But if said sum or sums of money, or any part hereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessment 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 same interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to labor, or corn, or such premises.

In witness whereof the said parties of the first part have

The following is a copy of the original instrument  
# 23250, as filed in Kansas March 26 1859  
Recorded in Vol. 5 of the volume named "Mortgage Deeds  
and Deed of Trust and its Subsidiaries" of the County Recorder  
W. S. Pennington

Received by and paid James Beale  
July 10 1855

In consideration of full payment of the within mortgage  
I hereby release the same this  
18 day of December 1859  
by E. A. Howell