

or without appraisement, at the option of the said second party, its successors or assigns.

In Witness Whereof I have hereunto set my hand the day and year first above written.

Alfred Deffe

State of Kansas
Douglas County ss.

Be it Remembered, That on this 15 day of July 1889 before me a Notary Public in and for said County and State, came Alfred Deffe, who is 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. And the said Alfred Deffe further declared himself to be single and unmarried.

Witness my hand and official seal the day and year last above written.



C. H. Steele

My commission expires June 17, 1890
Recorded July 16, 1889 at 11³⁰ o'clock A.M.

Notary Public

James Brooks
Register of Deeds.

I Alfred Deffe Unmarried of Douglas County, State of Kansas first party, for the consideration of \$700.00 do hereby sell and convey to the New England Loan and Trust Company, second party, its successors or assigns, an indefeasible estate in fee simple absolute in and to the following described real estate in Douglas County, State of Kansas to wit: The North half of the South East quarter of Section Thirty one in Township Fourteen South and Range Twenty one East of the sixth principal meridian, containing 70 acres, as shown by the United States government survey.

This conveyance is junior and subsequent to a mortgage upon the same real estate for \$700.00 of even date herewith, in which each party is the same as herein. It is agreed that if a promissory note for \$700.00 payable in ten installments, at the office of said company in Kansas City, Missouri made and delivered this day by the first party to the second party, and secured hereby, be paid, according to the terms thereof and the several coupons named in said promissory note be faithfully performed, then this conveyance shall be void and be released at the expense of the first party or assigns.

If, however, any installment of the said promissory note or any of said coupons become delinquent, or the second party pay out any sum or sums under the terms of said promissory note, for insurance, taxes, assessments, or to procure

Top Release Dec. 2, 1900 Page 513