

This Indenture, Made this 20th day of July A.D. 1859 between George W. Markley and Dora Markley his wife of Douglas County, in the State of Kansas, of the first part, and Sarah E. Markley of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Eight Hundred and twenty five and $\frac{4}{3}$ Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described real estate, situated in Douglas County and State of Kansas, to wit:

The West One hundred and Eight (108) acres of the South East Quarter of section No Four (4) in Township No Fourteen (14) Range No Nineteen (19) East.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or may hereafter pertain, forever.

Provided, Always, And these presents are upon this express condition, that whereas, said George W. Markley has this day executed and delivered his certain promissory note in writing to said party of the second part, of which the following is a copy:

Lawrence Kansas July 30th 1859

On or before July 30th 1874 after date I promise to pay to the order of Sarah E. Markley Eight hundred and twenty five $\frac{4}{3}$ Dollars with interest payable annually at the rate of Seven per cent per annum Value received

George W. Markley

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described instrument, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments 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 sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

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

George W. Markley
Dora Markley

State of Kansas, Douglas County, co.

Be it Remembered, That on this 7th day of August A.D. 1879, before me the un-

The following is enclosed on the original indenture

Aug - 1859 -

Promissory Note of George W. Markley
to Sarah E. Markley
for \$825.00
Aug 1859
Payable on demand
in full satisfaction of the within mortgage -

Recorded Sept 20th 1871

A. H. Johnson
Register of Deeds
By William B. Strong Deputy