

This Indenture, Made this 12th day of January A.D. 1891, between Warren P. Biggs and Arvilla Biggs his wife of Douglas County, in the State of Kansas of the first part, and Louisa M. Howden of the same 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 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 half of the South East of the South East quarter of Section Twenty (20) in Township Twelve (12) South of Range Twenty (20) East. Twenty (20) Acres of land according to Government Survey.

To have and To Hold the same, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, forever.

Provided, Always, And these presents are upon this express condition, that whereas said Warren P. Biggs and Arvilla Biggs his wife have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy: "I, Lawrence Kansas January 12th 1891. Twenty Months after date we promise to pay to the order of Louisa M. Howden at the Douglas County Bank Lawrence Kansas Eight Hundred dollars, Value received with interest at 5 per cent per annum from date interest payable Semiannually.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, or her heirs or assigns, said sum of money in the above described note mentioned, 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.

Warren P. Biggs
Arvilla Biggs

State of Kansas, Douglas County, ss.

The following is endorsed on original instrument:
In consideration of full payment of the within mortgage I hereby release the same this 15th day of Sept. 1892.

Recorded Sept 15, 1892 at 11 o'clock P.M. James Brooks, Register of Deeds
Louisa M. Howden
Arvilla Biggs

The foregoing is endorsed on the original instrument.