

This Indenture, Made this 27th day of February A.D. 1891 between H. H. Carr and L. E. Carr of Douglas County, in the State of Kansas, of the first part, and William Altenbernd 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 Six Hundred and Fifty Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey, unto said party of the second part, his heirs and assigns, all the following-described real-estate, situated in Douglas County and State of Kansas to wit: The Southwest Quarter of the South East Quarter of Section Twelve (12) Township Thirteen (13) Range Twenty (20)

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 H. H. Carr and L. E. Carr 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;

Eudora February 28th 1891

Three years after date we promise to pay to the order of William Altenbernd Six Hundred and Fifty Dollars at Eudora Douglas County Kansas value received, with interest at 5 percent per annum after date until paid.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, their 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 parties 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.

H. H. Carr

L. E. Carr

State of Kansas Douglas County, ss.

Be it Remembered, That on this 27th day of February A.D. 1891, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. H. Carr and L. E. Carr his wife who are personally known to me to be the same persons who executed the within instrument of writing, and

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 6 day of May 1892
William Altenbernd

Recorded May 6 1892

James Brooks

Register of deeds