

quarters of Section thirty six (36) Township fourteen (14) and Range Twenty (20) of Douglas County Kansas.

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 Edwin G. Kretzinger and Rosella Kretzinger have this day executed and delivered one certain promissory note in writing to said party of the second part, payable as follows five years after date with 6% interest payable semiannually after Mar 1892 at Baldwin City Bank at Baldwin City Kans.

The said John R. Stephens is to clear the clouds on the title to this land and in the event that the clouds are not removed in five years, interest will cease and this mortgage cannot be collected by law until these clouds are removed. clouds above referred to are defects now in the title.

Now, if 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 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.

Edwin G. Kretzinger
Rosella Kretzinger

State of Kansas, Douglas County, ss:

Be it Remembered, that on this 19 day of Nov. A.D. 1891 before me the undersigned a Notary Public in and for the County and State aforesaid came Edwin G.

Kretzinger and Rosella Kretzinger his wife who are personally known to me to be the same persons who executed the within instrument of writing, and each person have duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand, and affixed my official seal the day and year last above written.

J. P. Maughter Notary Public

Term Expires Feby 6 1891

Recorded Nov 21. 1891 at 8:50'clock AM

James Brooks
Register of Deeds

June 17, 1895

Received of Edwin G. Kretzinger the within named mortgage for the sum of three hundred fifty dollars, in full satisfaction of the within mortgage.

John R. Stephens

Subscribed & sworn to before me the 17th day of June 1895.

J. E. Main Notary Public

Recorded June 29. 1896. James Brooks Register of Deeds

The following is inclosed on the original instrument:
#35000