

The following is indorsed on original instrument.

Oct. 1895

Received of C. R. Kitchell the within named mortgage for the sum of \$2000 in full of \$2000 Dollars, in full satisfaction of the within Mortgage.
Wm. W. Kitchell
Recorded February 2, 1896.

James Brooks.

Register of Deeds

This Indenture, Made this 15th day of March A.D. 1894 between Charles R. Kitchell (single) of Shawnee County, in the State of Kansas, of the first part, and Wm. W. Kitchell of Shawnee County, in the State of Kansas, of the second part:

Witnesseth, That said party of the first part, in consideration of the sum of Two hundred and fifty ^{00/100} Dollars, the receipt of which is hereby acknowledged, does 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 East half of the North East quarter of Section two (2) in Township Twelve (12) South of Range Seventeen East of the 6th P.M. containing eighty acres more or less except five acres in the North East corner thereof being twenty rods North and South by forty rods East and West.

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

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

March 15. 1894

One day after date I promise to pay to Wm. W. Kitchell or order Two hundred and fifty dollars with interest at 7%.

Now, If said party 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 party of the first part has hereunto set his hand, the day and year first above written.

Charles R. Kitchell

State of Kansas, Shawnee County, ss.

Be it Remembered, That on this 15th day of March A.D. 1894, before me, the undersigned, a Notary Public in and for the County and State aforesaid,

The foregoing is indorsed on the original instrument
@ Thos. J. Brown, deponent & having been told in full this Mortgage

Recorded March 29th 1894
J. H. Swann