

This Indenture, Made this 28 day of December A.D. 1894 between Henry Chapman a single man of Douglas County, in the State of Kansas of the first part, and L. S. Yanknum of Douglas County, in the State of Kansas of the second part.

Witnesseth, That said party of the first part, in consideration of the sum of Four hundred 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 the County of Douglas and State of Kansas to wit: East 30 acres of the North East Quarter (1/4) of the South East Quarter (1/4) of Section fifteen (15) Township fourteen (14) Range twenty (20) Also beginning at the S. W. Corner of Sec. 14 Town 14 Range 20, thence N. 90 Rods, thence 12 feet East, thence S. 90 Rods, thence 12 feet West to the place of beginning: Also commencing at the S. E. corner of S. E. 1/4 of Sec. 15 Town 14 Range 20 thence West 12 feet, thence North 80 Rods thence East 12 feet, thence South 80 Rods to place of beginning.

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 Henry Chapman has this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy.

\$400.

Baldwin Kansas Dec 28th 1894

One year after date for value received I promise to pay to the order of L. S. Yanknum at Baldwin Kansas, Four hundred dollars, with interest at the rate of 8% per annum after date untill paid. The makers and indorsers and guarantors of this note hereby waive demand and notice of non payment and protest of same.

Dec. 28th 1895.

Henry Chapman

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. And said party of the first part further agree, upon default of the above covenant and conditions, or any or either of them, to pay the sum of Dollars,

The following is endorsed on original instrument.

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

... day of July, 1895...

Recorded July 3, 1895 James Brooks Register of Deeds
H. W. Chapman Deputy