

This Indenture, Made this 28th day of February 1890. between Robert Shaggs + Charity Shaggs his wife of Douglas County, in the state of Kansas of the first part, and A. B. Noe of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Eighty Dollars, to them in hand paid by the said party of the second part before the delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part his heirs and assigns forever, all the following described real estate, lying and situated in the County of Douglas and State of Kansas, to-wit:

The South West (1/4) of the South East (1/4), Section Twelve, Township Twelve, Range Seventeen, in the aforesaid County and State.

To Have and to Hold the same, together with all and singular the Tenements, hereditaments and appurtenances, thereunto belonging, or in anywise appertaining unto the said party of the second part, his heirs and assigns forever: Provided Always, and these presents are upon this express condition, that whereas the said Robert Shaggs + Charity Shaggs 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.

Lawrence, Kansas February 27th 1896.

On or before two years after date, we promise to pay to the order of A. B. Noe, the sum of Eighty Dollars at Big Springs, Kansas, with int. at 10 % per annum, payable annually.

Witness to Mark
John S. Clark

Robert ^{his} X Shaggs
Charity ^{mark} X Shaggs

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, the said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, and pay all taxes and assessments of every nature, which are or may be assessed and levied against said premises, or any part thereof, then these presents shall wholly be discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments aforesaid are not paid when the same are by law made due and payable, then and upon default of these provisions and covenants, or any or either of them, the whole of said sum or sums ^{interest} and thereon, shall and by these presents does become due and payable, and said part of the second part shall be entitled to the possession of said premises. And all and every sum and sums herein made payable by said part of the first part, remaining, unpaid, shall be included in and operate as a part of the judgment upon foreclosure of this mortgage. Appraisal Waived.

In consideration of full pay-
ment of the indebtedness of
said parties of the first part
to said party of the second part
this
28th day of March 1900.
A. B. Noe
Witness to Mark
John S. Clark