

This Indenture Made this 20th day of July A.D. 1897 between J. M. Smith and Marinda Smith, his wife of Douglas County in the State of Kansas of the first part and J. H. Hunt of Shawnee County in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Eighty and No 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 the County of Douglas and State of Kansas, to wit: The Southwest quarter of Section No. nine (9) in Township No Fifteen (15) South of Range No. Eighteen (18) East of the 6th M.

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 parties of the first part have 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.

Soan No. 1997

\$ 80⁰⁰

Topeka, Kansas, July 20th 1897.

For Value Received, We promise to pay to the order of J. H. Hunt Eighty Dollars, at his office in Topeka, Kansas in ten equal semi-annual installments of \$ 8⁰⁰ each, payable as follows, to wit:

Eight Dollars on January 20th 1898.	Eight Dollars on July 20th 1900.
Eight Dollars on July 20th 1898.	Eight Dollars on January 20th 1901.
Eight Dollars on January 20th 1899.	Eight Dollars on July 20th 1901.
Eight Dollars on July 20th 1899.	Eight Dollars on January 20th 1902.
Eight Dollars on January 20th 1900.	Eight Dollars on July 20th 1902 with in.

trust on each installment from date due until paid, at ten percent per annum; but it is expressly understood and agreed that if default be made in the payment of any one of the installments, then the whole amount, and each and every installment unpaid, shall at the election of the legal holder hereof, without notice at once become and be due and payable and shall draw interest from the date hereof until paid, at ten percent per annum, anything herein to the contrary notwithstanding. Appraisal waived.

This note is negotiable and transferable, and is secured by a second mortgage on Real Estate in Douglas County Kansas.

Now If said parties of the first part shall 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 other wise 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;

This mortgage was recorded in the Book Page 498.

The following was made and collected the foregoing instrument.

\$ 80⁰⁰ Jan. 8-1900

Received of J. M. Smith, the within named my payee, the sum of Eighty and No Dollars, in full satisfaction of the within promissory note of J. H. Hunt.

Recorded January 16-1900.

J. H. Hunt, Register of Deeds, By Alice B. St. Lawrence Deputy.