

This Indenture, Made this Twenty second day of May A. D. 1895, between Earnest R. Roe and Laura Roe his wife and Emma G. Fitz an unmarried woman of Douglas County, in the State of Kansas of the first part, and of Agnes Long of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of One Thousand (1000) AND 100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

The West Fifty (50) Acres of the North West quarter of Section Sixteen (16) Township Fourteen (14) Range Twenty (20) East of the 6th P.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 expressed condition, that whereas said Earnest R. Roe, Laura Roe and Emma G. Fitz have this day executed and delivered their one certain promissory note in writing to said party of the second part, of which the following copy: even date herewith for \$1000.00 due and payable five (5) years after date, with interest at 6% per cent. per annum, interest payable semi-annually, both principal and interest to bear interest at 10% per annum after maturity. Said parties of the first part hereby reserving the right to pay \$100.00 or multiples of this loan at any interest pay-day.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, her 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.

Earnest R. Roe
Laura Roe
Emma G. Fitz

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 22^d day of May A. D. 1895, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Earnest R. Roe and Laura Roe his wife and Emma G. Fitz an unmarried woman

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons they duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Notarial Seal, the day and year last above written.

L. H. Sheldon

Notary Public.

Recorded May 22 A. D. 1895, at 4 o'clock P. M.

Term expires May 25th 1899

James Brooks Register of Deeds.

The following is indexed on the original instrument
#1000.00 of Lawrence Kansas June 1st 1900.
Record of Earnest R. Roe, Laura Roe his wife and Emma G. Fitz unmarried woman
and the mortgage of the sum of One thousand dollars in full satisfaction of the within mortgage
Agnes Long
Recorded June 1st 1900. L. H. Norman Register of Deeds.