

This Indenture, Made this 8th day of June A. D. 1895, between
John Schmit and Caroline Schmit his wife
 of Douglas County, in the State of Kans of the first part, and
Nick Simon
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part1st of the first part, in consideration of the sum of
Four Hundred 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, his heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:-

Two Acres of the North East corner of the North East quarter of Section Thirty (30)
Town fourteen (14) Range Eighteen (18) beginning at the North East corner stone
of Sec. 30 thence South ten (10) rods, thence West 34 Rods, thence North ten (10) Rods,
thence 34 Rods East to place of beginning

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

John Schmit and Caroline Schmit
 ha1st this day executed and delivered one certain promissory note in writing to said party of the second part,
 of which the following is copy:

\$ 400.

Overbrook, Kans, June 6, 1895
Three years after date we promise to pay to the order of Nick Simon, Three
Hundred Dollars, at the Kansas State Bank, Overbrook, Kans. Value received
with interest at 8 per cent per annum from date

P.O.

To Due

John Schmit
Caroline Schmit

Now, If said part1st 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 part1st of the first part have hereunto set their hands
 the day and year first above written.

John Schmit
Caroline Schmit

STATE OF KANSAS, } ss:
Osage County, }

Be it Remembered, That on this 8th day of June A. D. 1895, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

John Schmit and Caroline Schmit his wife

who are personally known to me to be the same persons who executed the within instru-
 ment of writing, and such person have duly acknowledged the execution of the same.

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

D. A. Fairchild

Notary Public

Recorded June 10 A. D. 1895, at 10 o'clock A M.

Term expires Dec 17th 1895

Register of Deeds

In consideration of delivery
 ment of the within mortgage
 I hereby release the same this
 8th day of June 1895

Nick Simon

Attest A. M. Armstrong,
 Register of Deeds.

