

This Indenture, Made this 20<sup>th</sup> day of February, A. D. 1896, between  
Mary L. Cole and Charles Asa Cole, her husband  
 of Douglas County, in the State of Kansas of the first part, and  
Charles W. Phillips  
 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  
Two Hundred AND 100 DOLLARS,  
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of  
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in  
 Douglas County, and State of Kansas, to-wit:—

The South Forty acres of the south east quarter of section Thirty five Town-  
ship Fourteen South Range Twenty East.

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 Mary L.  
Cole & Charles Asa Cole her husband  
 have this day executed and delivered one certain promissory note in writing to said part y of the second part,

of which the following cop :  
For the sum of Two Hundred Dollars payable Five years from date with annual  
interest at 8 per cent per annum, with privilege of paying any amount at  
any time.

Now, If said parties of the first part shall pay or cause to be paid to said part y 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 part y 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 hand &  
 the day and year first above written.

Mary L. Cole  
Charles Asa Cole

STATE OF KANSAS, } SS:  
Douglas County,

Be it Remembered, That on this 20<sup>th</sup> day of February, A. D. 1896, before me the  
 undersigned, a Justice of the Peace in and for the County and State aforesaid, came  
Mary L. Cole and Charles Asa Cole

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

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

R. P. Phillips - Justice of the Peace Notary Public.

Recorded February 22 A. D. 1896, at 11 o'clock A. M.

James Brooke Register of Deeds.

The following is endorsed on the original instrument  
 Received of Mary L. Cole the within named mortgagor  
 the sum of Two Hundred & fifty Dollars in full satisfaction of the within mortgage  
 Charles W. Phillips  
 Recorded December 30th 1897  
 James Brooke  
 Register of Deeds