

This Indenture, Made this fourth day of August A. D. 1896, between
Asa Darnell and Sarah E. Darnell, his wife
 of Franklin County, in the State of Kansas of the first part, and
E. L. Brooks
 of Johnson 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 —AND— 100 DOLLARS,

of 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:—

The North West one fourth (1/4) of the North West one fourth (1/4) of Section Seventeen (17), Township Sixteen (16) Range Nineteen (19) Excepting a parcel of ground in the North East corner of the said tract Nine (9) rods square used for cemetery. Also all the following described real estate situated in the county of Douglas and State of Kansas to-wit: All of lots Numbers One hundred and Six (106) One hundred and Eight (108) and One hundred and ten (110) all situated on High Street in the city of Baldwin in Douglas County, State of Kansas.

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

parties of the first part

have this day executed and delivered —their— certain promissory note— in writing to said party— of the second part, of which the following —cop— dated August 1st 1896 for the sum of One Thousand and Dollars payable January 20th 1898 at the Patrons Co-operative Bank Clathre Kansas, with interest thereon from date thereof at the rate of 3 percent per annum payable semi-annually and if not paid semi-annually, it becomes as principal and bears the same rate of interest.

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, 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.

Asa Darnell
Sarah E. Darnell

STATE OF KANSAS, } ss:
Douglas County,

Be it Remembered, That on this 12th day of August A. D. 1896, before me the undersigned, a —Notary Public— in and for the County and State aforesaid, came Asa Darnell and Sarah E. Darnell, his wife

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 Official —

Seal, the day and year last above written.



E. L. Brooks
 Notary Public, Term Expires March 10th 1898

Recorded —Aug. 27— A. D. 1896, at —8— o'clock —A— M.

James Brooks Register of Deeds.

The following is indorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released, and the same hereby stated, discharged, As witness my hand this 3rd day of December, A.D. 1897
E. J. Goode

Recorded December 18th 1897, 1897, James Brooks
 Register of Deeds.