JOURNAL COMPANY, Printers, Binders and Blank Book Makers, Lawrence, Kansas

This Indenture, Made this 30th day of December A. D. 189 , between ~~in the year of our Lord one thousand eight hundred and Ninety Six between Alexander J. Burger and Nettie S. Burger his wife~~ of Overbrook in the County, ~~in the State of~~ Osage and State of Kansas of the first part, and Charles Miller of the County of Shawnee Co and ~~County, in the~~ State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Six hundred 00/100 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:—

The North East quarter (¼) of Section Twenty Six (26) Township Fourteen (14) Range Seventeen (17)

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 Alexander J. Burger and Nettie S. Burger 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: Overbrook Kansas Dec 30 1896

$600.00 March 1st 1902 after date we promise to pay to the order of Charles Miller Six hundred 00/100 at the Kansas State Bank Overbrook Kan Val received and interest at 7% per annum from date

Alexander J. Burger
Nettie S. Burger

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.

Alexander J. Burger
Nettie S. Burger

STATE OF KANSAS, } SS:
Osage County,

Be it Remembered, That on this 30th day of December A. D. 1896, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Alexander J. Burger and Nettie S. Burger his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have 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. S.)

J. A. Kesler — *Notary Public.*

Term expires July 1 1899

Recorded Jan 11 A. D. 1897, at 8:50 o'clock A. M.

James Crooks — *Register of Deeds.*

The following is indorsed on the original instrument
$600.00 Topeka Kansas March 14th 1900
Received of Alexander J. Burger and Nettie S. Burger the within named Mortgagors the sum of Six Hundred Dollars in full satisfaction of the further Mortgage
Charles Miller
Recorded April 20th 1900
B. F. Dawson
Register of Deeds