

Recorded Mar 30/1903 The following is endorsed in original instrument
March 30, 1903 Recd. of Sam W. Ellis the within
named mortgage of the sum of - in full satisfaction of the
within mortgage
Sam W. Ellis
(Assigned See Book 39 page 70)
(Assigned See Book 39 page 157)

This Indenture, Made this Fifth day of January A. D. 1897, between
Elizabeth Studebaker, Clara A. Maple formerly Clara A. Stube and Lewis Maple
of Douglas County, in the State of Kansas of the first part, and
S. A. Riggs & W. W. Neverson, partners or Riggs & Neverson
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of
Three Hundred and fifty - AND - 100 DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 1st of
the second part, their heirs and assigns, all the following described REAL ESTATE, situated in
Douglas County, and State of Kansas, to-wit:-

The South One hundred and Twentyone Acres of the South East
quarter of Section One in Township fourteen, Range eighteen, and
the North Sixty Acres of the North East quarter of Section Twelve
in Township fourteen, Range Eighteen containing in all One
Hundred and Eighty One Acres of land be the same more or less

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 Elizabeth
Studebaker, Clara A. Maple (late Clara A. Stube) and Lewis Maple
had this day executed and delivered their certain promissory note in writing to said part 1st of the second part,
of which the following 1st cop \$350 Lawrence January 5th 1897
One year after date I promise to pay to Riggs & Neverson Three Hundred and
Fifty Dollars with interest at 8 percent per annum. Value Received
The said parties of the second part, Clara A. Maple formerly (Clara A. Stube) Lewis
Maple and Elizabeth Studebaker do hereby covenant and agree that at the delivery
hereof they are the lawful owners of said land and premises, seized of a good and inde-
feasible estate clear of all incumbrances except a mortgage made by said parties of the
first part to William S. Stube on or about December twenty eight 1896 to secure the sum of twenty five hundred and
no judgment in favor of said Elizabeth Studebaker in the district court in which there is now due about the sum
of twenty five hundred and no dollar in the year 1897 and which judgment the parties of the
first part have agreed to pay, this mortgage
NOW, if said parties of the first part shall pay or cause to be paid to said part 1st of the second part, their
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 1st of the second part shall be entitled to the possession of
said premises.

In Witness Whereof, The said part 1st of the first part have hereunto set their hand -
the day and year first above written.

Elizabeth
Clara A. Maple
Lewis Maple

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this Fifth day of January A. D. 1897, before me the
undersigned, a Notary Public in and for the County and State aforesaid, came
Elizabeth Studebaker a widow, Clara A. Maple formerly Clara A.
Stube and Lewis Maple, her husband,

who are personally known to me to be the same persons who executed the within instru-
ment of writing, and such persons each 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.

E. E. Hopkins

Notary Public.

Recorded January 6 A. D. 1897, at 5 o'clock P. M.
James Brooks

Register of Deeds.