

This Indenture, Made this 5th day of September A. D. 1897, between

of Douglas County, in the State of Kansas of the first part, and

of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said party of the first part, in consideration of the sum of

Five hundred AND 100 DOLLARS,

the receipt of which is hereby acknowledged, does 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 undivided south (1/4) interest in and to the north east quarter of the south west quarter and lots numbered Two (2) and Three (3) section number Thirty one (31) Township number Twelve (12) South of range no. Twenty one east of the sixth P.M.

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

Thomas H. Darling ha. this day executed and delivered a certain promissory note in writing to said part of the second part, of which the following is a copy: \$500 - Eudora Mo. Sept. 5th 1897
On or before 4 years after date I promise to pay to the order of Adolph Doty for Eudora Mo. Five hundred dollars. For value received with interest at the rate of eight per cent per annum from date and if the interest be not paid annually to become as principal and bear the same rate of interest.
Signed Thomas H. Darling

Now, If said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said party of the first part ha. hereunto set his hand the day and year first above written.

Thomas H. Darling

STATE OF KANSAS, } SS:

County of Douglas County,

Be it Remembered, That on this 5th day of Septbr. A. D. 1897, before me the undersigned, a

Charles Pella

Thomas H. Darling, single

who to me personally known to me to be the same person who executed the within lastro- 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 official Seal, the day and year last above written.

Chas. Pella

Notary Public

Recorded Sept. 7th A. D. 1897, at 7 o'clock A. M.

H. J. Foxman

Register of Deeds

*The following is endorsed upon the original instrument -
Received of Thomas H. Darling the within named mortgagee the sum of five hundred dollars and 100 Dollars in full satisfaction of the within mortgage -
Adolph Doty for*

*Recorded Sept. 20th 1897 -
E. M. Johnson,
Register of Deeds
By Billie B. Johnson's
Deputy.*

*The following is indorsed on the original instrument
Kindred W. St. Oct 1st 1897
Received of W. J. Foxman the within named Mortgagee the sum of five hundred and one 100 Dollars in full satisfaction of the within mortgage*

\$1601.00