

This Indenture, Made this 14<sup>th</sup> day of Oct. A. D. 1897, between  
Thomas Hyland & Caroline Hyland his wife  
 of Douglas County, in the State of Kansas of the first part, and  
Oliver Butler  
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part ies of the first part, in consideration of the sum of  
Thirteen 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:—

Thirteen hundred and five acres of the south west quarter section No  
Three (3) Township fifteen (15) Range thirteen (13) Douglas County Kansas.

W. S. Smith 50%  
W. S. Smith 50%

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 Hyland and Caroline Hyland, his wife,  
 ha l this day executed and delivered four certain promissory note s in writing to said part y of the second part,  
 of which the following are copies: Baldwin Bank Oct 14-1897

1. One note for four hundred Dollars Due Oct 14-1900.

2. One note for five hundred Dollars Due Oct 14-1901.

3. One note for five hundred Dollars Due Oct 14-1902.

4. One note for five hundred Dollars Due Oct 14-1903.

All notes bear 10% per cent interest payable annually. Notes and interest  
are payable at the Baldwin State Bank, Baldwin Kansas.

Now, If said part ies 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 s 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 part ies of the first part ha rd hereunto set their hand  
 the day and year first above written.

Thomas Hyland  
Caroline Hyland

STATE OF KANSAS, } SS:  
Douglas County, }

Be it Remembered, That on this 14<sup>th</sup> day of Oct. A. D. 1897, before me the  
 undersigned, a J. E. Hair Notary Public in and for the County and State aforesaid, came

Thomas Hyland and Caroline Hyland, his wife,

who is personally known to me to be the same person who executed the within instru-  
 ment of writing, and such person has 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.

J. E. Hair Notary Public  
 Recorded Oct 17<sup>th</sup> 1897 Term expires Aug. 3 1900  
at 10<sup>30</sup> o'clock A. M.  
G. B. Doxman Register of Deeds

*The following is indorsed on the original instrument  
 \$1900.00 Received of Thomas Hyland & Caroline Hyland  
 his wife the within named mortgage the sum of Thirteen Hundred Dollars  
 in full satisfaction of the within Mortgage  
 W. S. Smith signature  
 J. A. Halliday 10/24/1900  
 Recorded Dec 31st 1900 G. B. Doxman Register of Deeds*