

This Indenture, Made this 27 day of January A. D. 1890, between
Caral C. Todd and John D. Todd
 of Douglas County, in the State of Kansas of the first part, and
Charles Lethbride
 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
 AND 100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of 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 half of the southeast quarter of section Thirty four (34) Township
Thirteen (13) Range Twenty one (21) East

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

Caral C. Todd and John D. Todd
 ha at this day executed and delivered a certain promissory note in writing to said part of of the second part, of which the following is a copy: Endorsed 1/24/1900
\$300.00 Three years after date we promised to pay to the order of Charles Lethbride
Three hundred and 00/100 Dollars at the Kaw Valley State Bank of Endora
with 7% interest from date until maturity and ten percent per annum
after maturity until paid. Value received

Now, If said part of of the first part shall pay or cause to be paid to said part of 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 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 re hereunto set their hand s the day and year first above written.

Rev. Stamp 25¢

Caral C. Todd

John D. Todd

STATE OF KANSAS, } SS:

Douglas County,

Be it Remembered, That on this 27 day of January A. D. 1890, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

Caral C. Todd and John D. Todd

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

Geo. H. Lethbride Notary Public.

Term expires Oct 2 1902

Recorded February 3 A. D. 1890, at 10 o'clock A. M.

L. H. Maxmair Register of Deeds.

The following is endorsed on original instrument
 1000 Nov. 28th 1903. Record of Deeds to, Todd the within named mortgage for the sum
 of three hundred and 00/100 Dollars in full satisfaction of the within mortgage
 Charles Lethbride

Recorded Nov. 28th 1903
 A.W. Armstrong
 Register of Deeds
 By J. L. Lawrence
 Deputy