

This Indenture, Made this 8th day of July A. D. 1897, between
J. M. Smith and A. B. Smith his wife
 of Douglas County, in the State of Kansas of the first part, and
William C. Biggs
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
One hundred AND 00 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:—

Lot No. 76 and 77 in Addition No. 2 North Lawrence.

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 parties

have this day executed and delivered a certain promissory note in writing to said part y of the second part,
 of which the following is a copy: July 5, 1897
Two years after date we promise to pay to the order of Wm C. Biggs, One
hundred Dollars at Lawrence, Kansas, value received with 8 per cent interest per
annum from date until paid.

Now, If said parties 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 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 y of the first part have hereunto set their hand
 the day and year first above written.

J. M. Smith
Annie B. Smith

STATE OF KANSAS, } ss:
Douglas County,

Be it Remembered, That on this 8 day of July A. D. 1897, before me the
 undersigned, a Wm J. Sinclair a Notary Public in and for the County and State aforesaid, came

J. M. Smith and Annie B. Smith his wife

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

Wm J. Sinclair

Notary Public.

Recorded June 26 My Commission Term expires Nov. 9 1898
 A. D. 1898, at 10 o'clock A. M.

W. C. Foxman

Register of Deeds.

The following is indorsed on the original mortgage
 \$100.00 Lawrence Mass July 30, 1900.
 Received of Emanuel C. Harsch the present owner of the property mortgaged herein
 the sum of One hundred Dollars, in full satisfaction of the within Mortgage
 Witness Hugh Blair
 Notary Public
 Recorded July 30th 1900
 W. C. Foxman Register of Deeds.