

This Indenture, Made this 15<sup>th</sup> day of December A. D. 1890, between  
Elizabeth Funk and George Funk her husband  
of Douglas County, in the State of Kansas of the first part, and  
Charles Smarty  
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

Six hundred AND no DOLLARS,

the receipt of which is hereby acknowledged, do 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 South East quarter of the south west quarter of section number nineteen (19) in township number fourteen (+) of range number sixteen (16) east of the 6<sup>th</sup> C.M. and also the South East quarter of the south west quarter of Section number thirty (30) in Township number fourteen (+) of Range Number sixteen (16) east of the 6<sup>th</sup> C.M. and containing Eighty acres 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 Funk and George Funk her husband  
have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

Dec 6 - 1900  
Six years after date we promise to pay to the order of Charles Smarty  
Six hundred no Dollars with interest at six per cent payable annually. It is agreed that we may make payment on this note at any time in sums not less than One Hundred Dollars

Elizabeth Funk  
George Funk

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

In Witness Whereof, The said parties of the first part have hereunto set their hands,  
the day and year first above written.

Elizabeth Funk  
George Funk

STATE OF KANSAS, } ss:  
Douglas County,

Be it Remembered, That on this 15<sup>th</sup> day of Dec A. D. 1890, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

Elizabeth Funk and George Funk her husband

who are personally known to me to be the same persons 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.

H. S. Claypool  
Notary Public  
Term expires Oct 30 1890

Recorded January 21 A. D. 1891, at 10<sup>th</sup> o'clock A. M.

H. S. Claypool  
Register of Deeds

The following is enclosed on the original instrument  
\$600 as insurance fees, \$291.50  
Received of Elizabeth Funk and George Funk her husband  
Mortgage on the sum of Six hundred (\$600) and no Dollars in full satisfaction  
of the within Mortgage.  
Charles Smarty.

Recorded Sept 24<sup>th</sup> 1890.  
A. W. Armstrong  
Registrar of Deeds.

