

This Indenture, Made this 17<sup>th</sup> day of April, 1901, A. D. 1891, between  
John E. Smith and Jennie Smith his wife  
 of Douglas County, in the State of Kansas of the first part, and  
Michael Young  
 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  
Eight hundred & 100 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 south half 1/2 of the south east quarter 1/4 of section No. Seventeen  
(17) in township No. fourteen (14) of Range No. eighteen (18) East of the  
6<sup>th</sup> P. M. Containing 80 Acres of Land more or less

Rev. Stamps 16¢

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

John E. Smith and Jennie Smith  
 have this day executed and delivered One certain promissory note in writing to said part of of the second part,  
 of which the following is a copy: \$800.00 Overbrook Kans. April 17 1901  
Five years after date we promise to pay to the order of Michael  
Young Eight hundred & 100.00 Dollars, at the Kansas State Bank  
Overbrook, Kansas Value received and interest at five percent  
per annum - Interest payable annually and privilege to pay  
\$100.00 or any multiple thereof at any interest payment

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

John E. Smith  
Jennie Smith

STATE OF KANSAS, } SS:  
Osage County,

Be it Remembered, That on this 17 day of April, A. D. 1901, before me the  
 undersigned, a Notary Public in and for the County and State aforesaid, came

John E. Smith and Jennie Smith  
his wife

who are 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 Notarial  
 Seal, the day and year last above written.

J. A. Reiser Notary Public.

Recorded April 24 A. D. 1901, at 8:30 o'clock P. M.

W. H. Young Register of Deeds.

*The following is Endorsed on the original instrument.  
 \$800.00 April 17<sup>th</sup> 1901. Received of John E. Smith  
 the within named Mortgage. The sum of Eight hundred  
 and no 100 Dollars, in full satisfaction of the within  
 Mortgage.  
 Recorded Aug 10<sup>th</sup> 1901.  
 W. H. Young  
 Register of Deeds.*