

This Indenture, Made this 21 day of January A. D. 1867, between  
Theodore Arnold and wife, of Willow Springs, Township  
of Douglas County, in the State of Kansas of the first part, and  
David Gager of Willow Springs, Township  
of Douglas County, in the State of Kansas of the second part;

Witnesseth, That said part 12 of the first part, in consideration of the sum of  
Thirteen hundred and fifty AND 100 DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 12 of  
the second part, his heirs and assigns, all the following described REAL ESTATE, situated in  
Douglas County, and State of Kansas, to-wit:

East one half (½) of south east quarter of section Twenty seven (27)  
Township Four hundred (400) Range Nineteen (19)

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

Theodore Arnold and wife  
have this day made executed and delivered their certain promissory note in writing to said part 12 of the second part, of which the following copy is made:  
to which this mortgage is attached and made a part of the same. Said note is for Thirteen hundred and fifty dollars and payable first year after date, with interest at the rate of six per cent per annum, and payable annually at David Gager's home.  
The privilege of paying off the principal sum of this mortgage or any part thereof, at any interest paying time is hereby given parties of such part by the said David Gager.

Now, If said parties of the first part shall pay or cause to be paid to said part 12 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 or sums, and interest thereon, shall, and by these presents become due and payable, and said part 12 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.

Theodore Arnold  
Rosal Arnold

STATE OF KANSAS, { SS:  
Douglas County, }

Be it Remembered, That on this 21 day of January A. D. 1867, before me the undersigned, a

Theodore Arnold and Rosal Arnold, his wife,

who are personally known to me to be the same person who executed the within instrument of writing, and such person do duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my hand Seal, the day and year last above written.

J. H. Price

Recorded Feb 17 A. D. 1867, at 9 o'clock A. M.

G. J. Foxman

Notary Public

Term expires justicing the 1<sup>st</sup> year

Register of Deeds

The following is entered on the original instrument  
8/350.00 March 18<sup>th</sup> 1867 Received of Theodore Arnold his wife  
United mortgage for the sum of Nineteen hundred Fifty and no 00  
Dollars, in full satisfaction of the Within Mortgage.  
Elizabeth Gager

Recorded April 9 1867  
A. W. Conant, Esq.  
Register of Deeds.