

This Indenture, Made this 17th day of August A. D. 1892, between
W. H. Smith and R. E. Smith, husband and wife,
 of Douglas County, in the State of Kansas of the first part, and
W. C. Denning
 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
Nine hundred & 00/100 AND 100 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 west end half of Lot No. Seventy Three (73) and all of Lot No. Seventy five (75) on Fremont Street, Baldwin City Douglas Co. Kansas.

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

W. H. Smith and R. E. Smith his wife
 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: Baldwin Kansas - Aug. 12-1902 - \$900
On or before May 20th 1903 after date we promise to pay to the
order of W. C. Denning at the Baldwin State Bank Baldwin
Kansas nine hundred Dollars for value received with interest
at the of six (6) per cent per annum from Sep. 1st 1902

Now, If said parties of the first part shall pay or cause to be paid to said party 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 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 hand the day and year first above written.

W. H. Smith
R. E. Smith

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 17th day of Aug A. D. 1892, before me the undersigned, a J. E. Hair a Notary Public in and for the County and State aforesaid, came W. H. Smith and R. E. Smith his wife

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

J. E. Hair

Notary Public.

Recorded Aug 20th A. D. 1892, at 10⁴⁵ o'clock A. M.

G. F. Roman

Register of Deeds.

\$900. Received of W. H. Smith and R. E. Smith his wife the within named mortgage the sum of Nine Hundred and 00/100 Dollars in full satisfaction of the within mortgage.

Witness

J. E. Hair

By J. C. Lorman

Deputy

Recorded May 18th A. D. 1903

W. C. Denning

Register of Deeds

Baldwin, Kansas 5/15/1903

W. C. Denning

Baldwin, Kansas 5/15/1903