

This Indenture, Made this 31<sup>st</sup> day of October A. D. 1894, between  
J. C. Maichels and Lydia Maichels, his wife,  
of Douglas County, in the State of Kansas of the first part, and  
Nesbitt Elmore  
of Shawnee County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of  
Sixteen hundred AND no/100 DOLLARS,  
the receipt of which is hereby acknowledged, do all 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:—

The southwest quarter (14) of section twenty five (25) Township  
Fourteen (14) Range Seventeen (17).

This being a first mortgage & given for part purchase price of  
the above described land.

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

J. C. Maichels and Lydia Maichels, his wife,  
has all this day executed and delivered one certain promissory note in writing to said part y of the second part,  
of which the following is a copy of: 160.00 Richland, Kansas, Oct. 31-1902  
June 7-1903 - after date, I, we, or either of us, promise to pay  
Nesbitt Elmore or order, Sixteen hundred no. Dollars, at Bank of  
Richland, Richland, Kansas, for value received, with interest at  
seven per cent per annum from Dec. 7-1902 until paid.

Postoffice Richland, Kansas  
No. Lydia Maichels,

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 parties of the first part have hereunto set their hand &  
the day and year first above written.

J. C. Maichels,  
Lydia Maichels,

STATE OF KANSAS, } SS:  
Shawnee County,

Be it Remembered, That on this 31<sup>st</sup> day of October A. D. 1894, before me the  
undersigned, a Notary Public in and for the County and State aforesaid, came

J. C. Maichels and Lydia Maichels, his wife,

who are personally known to me to be the same person who executed the within instru-  
ment 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 Notarial  
Seal, the day and year last above written.

Albert Neess, Notary Public.

Recorded Nov. 6<sup>th</sup> A. D. 1894, at 8<sup>30</sup> o'clock A. M.  
H. G. Looman, Register of Deeds.



*The following is enclosed in the original instrument.  
\$1600.00 June 17 1906. Received of J. C. Maichels & wife.  
the within named mortgage, the balance of sixteen hundred no. Dollars.  
in full satisfaction of the within mortgage.*

*Recorded June 23<sup>rd</sup> 1906.  
A. W. Armstrong,  
Register of Deeds.*