

This Indenture, Made this 26th day of Sept A. D. 1902, between
Chas. A. Cole and Mary E. Cole husband and wife
 of Douglas County, in the State of Kansas of the first part, and
Mr. E. J. Fletcher
 of _____ County, in the State of Kansas of the second part:
 Witnesseth, That said parties of the first part, in consideration of the sum of
Three 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:—

Lots No. 16-17, 18, 19-20-21 and 22, Ames Street
And Lots No. 31-33-35, 37, 39, 41 and 43, on Baker Street, all in the City of
Baldwin City Douglas County 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 Chas. A.
Cole and Mary E. Cole
 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 Sept 26-1902 Three years
after date we promise to pay to the order of E. J. Fletcher at the
Baldwin State Bank, Baldwin Kansas, Three hundred dollars
for value received with interest at the rate of 8 percent per
annum from date payable annually

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 hands
 the day and year first above written.

Charles A. Cole
Mary E. Cole

STATE OF KANSAS, }
Douglas County, } SS:

Be it Remembered, That on this 26 day of Sept A. D. 1902, before me the
 undersigned, a J. C. Hair in and for the County and State aforesaid, came
Charles A. Cole & Mary E. Cole his wife

who to me personally known to me to be the same person who executed the proving instru-
 ment of writing, and such person and 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. C. Hair Notary Public.
My Commission Term expires Aug 6 1904
 Recorded November 14 A. D. 1892, at 8 o'clock A. M.
E. J. Foxman Register of Deeds.

The following assignment is endorsed on the original instrument.
 July 28 1904 For value received I hereby transfer sell and assign all my
 right and title to the within Mortgage to Humboldt National
 Bank of Humboldt Kansas E. J. Foxman.

Recorded Nov 1 1905
 E. J. Foxman Register of Deeds

The following is endorsed on the original instrument.
 Oct 2 1905 Received of Mrs. Mary E. Cole the within named Mortgage
 the sum of One hundred ninety four and 70/100 Dollars
 in full satisfaction of the within Mortgage.
 Humboldt National Bank.
 E. J. Foxman Register of Deeds.
 (For Assignment. See Book 33 Page 542)

E. J. Foxman