

This Indenture, Made this 10th day of December A. D. 1894, between
E. E. Bodwell and Effie Bodwell, his wife,
 of Douglas County, in the State of Kansas of the first part, and
Denton Burton
 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
Three hundred forty (340) AND 100 DOLLARS,
 the receipt of which is hereby acknowledged, do 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:—

lots ninety (90), ninety-two (92), ninety-four (94), ninety-six (96), ninety-eight (98), and one hundred (100) on King Street Baldwin City, 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

E. E. Bodwell
 ha A this day executed and delivered one certain promissory note in writing to said part ies of the second part, of which the following is a copy: Baldwin, Kansas, December 10, 1904
One or before two years after date we promised to pay to the order of Denton Burton and Dora Burton at the Baldwin State Bank, Baldwin, Kansas three hundred forty (\$340) Dollars for value received with interest at the rate of eight per cent (8%) per annum, from date. Due December 10 - 1904.

Now, If said part ies of the first part shall pay or cause to be paid to said part ies 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 y of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part ies of the first part ha set hereunto set their hand the day and year first above written.

E. E. Bodwell,
Effie Bodwell,

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 10 day of Dec. A. D. 1894, before me the undersigned, a J. E. Hair, a Notary Public in and for the County and State aforesaid, came E. E. Bodwell and Effie Bodwell, 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 Witness 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 Dec. 10 My Commission Term expires Aug. - 6 - 1904
 A. D. 1894, at 10 o'clock A. M.
L. A. Sonman, Register of Deeds.

The following is endorsed on the original instrument:
 \$ 340.00 March 8th 1904. Received of E. E. Bodwell the within named
 Mortgage the sum of Three hundred forty and no Dollars
 in full satisfaction of the within Mortgage.
Denton Burton.

Recorded Mar 17th 1904,
W. C. McWhorter,
 Register of Deeds.