

This Indenture, Made this Fifth day of December A. D. 1894, between
David H. Henry and Delia B. Henry, his wife,
 of Douglas County, in the State of Kansas of the first part, and
J. B. Belger
 of Cherokee 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
Thirty AND 75/100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part if 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 east Sixty (60) acres of the north east quarter of section Twenty
three (23), in Township Twelve (12), of Range Seventeen (17).

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

David H. Henry and Delia B. Henry
 ha at this day executed and delivered Two certain promissory notes in writing to said part if of the second part,
 of which the following are cop ies: \$15.00 Sept 1st, 1894 One year after date we promise to pay
to the order of J. B. Belger, Fifteen (\$15.00) Dollars, at 10 per cent interest to be paid monthly
annually, All valuation, appraisement and stay laws of Kansas are hereby expressly waived, Value received.
\$15.00 Sept 1st, 1894 One year after date we promise to pay to the order of J. B. Belger,
Fifteen (\$15.00) Dollars, at 10 per cent interest to be paid monthly
annually, All valuation, appraisement and stay laws of Kansas are hereby expressly waived, Value received.
This mortgage is made subject to, and second to a mortgage this day given to Bartlett Lumber
Company, of St. Joseph, Missouri, to secure a loan of \$600.00 Six hundred Dollars, from it

Now, If said part ies of the first part shall pay or cause to be paid to said part if of the second part, his heirs
 or assigns, said sum of money in the above described note is 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 if 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 at hereunto set their hand s
 the day and year first above written.

David H. Henry,
Delia B. Henry,

STATE OF KANSAS, } SS:
Cherokee County, }

Be it Remembered, That on this Fifth day of December A. D. 1894, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came
David H. Henry and Delia B. Henry, his wife,

who are personally known to me to be the same person s who executed the within instru-
 ment of writing, and such person s 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.

H. A. Roberts,

Notary Public.

Recorded Jan. 6 A. D. 1895, at 4 o'clock P. M.
H. A. Somman,

Register of Deeds.

The following is enclosed on the original Indenture.
 Receipt. June 13th 1903 Received of David H. Henry, the within
 signed Mortgage the sum of thirty and 75/100 Dollars in full
 Satisfaction of the within Mortgage, J. B. Belger.

Recorded June 16th 1903.
 J. W. Armstrong,
 Register of Deeds.



The following is enclosed in the original instrument.