

This Indenture, Made this 31 day of Oct A. D. 1890, between
J. D. Smith and Filla E. Smith his wife
 of Douglas County, in the State of Kansas of the first part, and
A. H. Baricklaw
 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
Eight Hundred 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, her heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:—

The West Fifty acres of the North one half of the North West quarter
Section No Thirty Four (34) Township No Fourteen (14) Range
Twenty (20) 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
J. D. Smith and Filla E. Smith his wife
 have this day executed and delivered Two certain promissory note in writing to said party of the second part,
 of which the following are copies: Dated Baldwin Kansas Oct 31-1900 Two years after
date we promise to pay to the order of A. H. Baricklaw at the Baldwin State Bank
Baldwin Kansas for value rec'd with interest at the rate of 7 percent per annum
Due Oct 31-1902 P.O. Waverly
Second Note Time Five years Rate of 7% Payable at the Baldwin
State Bank, Baldwin, Kas Date Oct 31-1900 Due Oct 31-1905
Amount \$100.00

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, her 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.

J. D. Smith
Filla E. Smith

STATE OF KANSAS, } SS:
Coffey County,

Be it Remembered, That on this 31 day of November A. D. 1890, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

J. D. Smith and Filla E. Smith his wife

who to me personally known to me to be the same person who executed the within instru-
 ment 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.

H. L. Cooper

Notary Public.

Recorded February 15th 1903 A. D. 189, at 10 o'clock 9 M.

A. W. Armstrong
By J. L. Looman, Deputy

Register of Deeds.

The following is Endorsed on the Original Indentment.
 Dec 19th 1904. Received of Sarah Spence who Assumed
 the within Mortgage from the within Mortgagee the Sum
 of Two hundred and no Dollars in full Satisfaction of
 the within Mortgage.
 Baldwin State Bank.
 by D. D. Butell Pres.
 Recorded Dec 21st 1904.
 A. W. Armstrong, Register of Deeds. To assign See Book 41-85.

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