

This Indenture, Made this 22nd day of February A. D. 1905, between
F. H. Nace and Clara B. Nace his wife
 of Douglas County, in the State of Kansas, of the first part, and
W. M. Nace
 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
One Thousand (\$1000) AND 100 DOLLARS,
 the receipt of which is hereby acknowledged, do sell by these presents, grant, bargain, sell and convey unto said part 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 South-east one fourth of section Ten (10)
 Township twelve (12) Range eighteen (18).

To Have and to Hold the Same, Together with 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

F. H. Nace and Clara B. Nace
 have this day executed and delivered one certain promissory note in writing to said part of the second part,
 of which the following is a copy:

\$1000 LeCompton, Kansas, February 22nd, 1905.
Five years after date we promised to pay to the order
of W. M. Nace one thousand dollars with interest at the
rate of 6 per cent per annum, interest payable semi-
annually.

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

F. H. Nace.
Clara B. Nace.

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 22nd day of February A. D. 1905, before me the undersigned, a Notary Public in and for the County and State aforesaid, came F. H. Nace and Clara B. Nace

who are personally known to me to be the same person who executed the within instrument 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 official Seal, the day and year last above written.



D. Boughman. Notary Public.

Recorded July, 31st 1905 Term expires June 6th 1906
 A. D. 1905 at 9:00 o'clock A. M.
A. W. Armstrong Register of Deeds.

*The following is endorsed on the original instrument:
 \$1000.00 April 10th 1907. Recd. of F. H. Nace & Clara B. Nace
 the within named parties the sum of One thousand and no Dollars
 in full satisfaction of the within mortgage
 W. M. Nace.*

*Recorded April 12th 1907.
 A. W. Armstrong
 Register of Deeds.*