

1906
A. D. #89, between

This Indenture, Made this 16th day of February 1906, between
 Charles L. McMarie and Rose McMarie his wife.
 of Wyandotte County, in the State of Kansas of the first part, and
 Mary B. Schenbly.
 of Shawnee County, in the State of Kansas of the second part:

Witnesseth, That said party 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 North west quarter (NW⁴) of The North East quarter (NE⁴)
 of Section Number Sixteen (16) in Township Number Fifteen
 (15) Range Number Twenty (20) Containing Forty acres (40)
 more or less.

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

Charles L. McMarie and Rose McMarie

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:

Cupon Note & Cupons of \$48 each payable Feb 15 for 6 years
 payable to Mary B. Schenbly. Time six years rate of interest
 6% before due 10% after due principal & interest payable at the
 Baldwin State Bank Privilege to pay \$100 or multiple at any interest paying
 time.

Now, If said party 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 party of the first part have hereunto set their hand's
 Executed in presence of Charles L. McMarie,
 Pearl A. Bigger, Rose McMarie,
 W. H. Bigger.

STATE OF KANSAS, } ss:
 Wyandotte County, }

Be it Remembered, That on this 24th day of February 1906, before me the
 undersigned, W. H. Bigger a Notary Public in and for the County and State aforesaid, came
 Charles L. McMarie and Rose McMarie his wife to me

who personally known to me to be the same person who executed the within instrument
 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.

W. H. Bigger.

Notary Public.

1906

Term expires 17th February 1907

Recorded Mar 8th

A. D. #89, at 9⁰⁵ o'clock A. M.

A. W. Armstrong.

Register of Deeds.

Recorded Feb 14 1906
 Hotel L Lawrence
 Register of Deeds.

(The following is endorsed on the original instrument)
 Recd of Charles L. McMarie and Rose McMarie the
 sum of Eight hundred
 Dollars in full satisfaction of the aforesaid
 mortgage of Mary B. Schenbly