

This Indenture, Made this third day of July, 1906, between George M. Falley and his wife Jessie E. Falley of Douglas County, in the State of Kansas of the first part, and of Lake County, in the State of Illinois of the second part:

Witnesseth, That said part es of the first part, in consideration of the sum of Fourteen Hundred 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:-

Lot one hundred and twenty nine (129)
and the south half of One hundred and
twenty seven (127) on Ohio Street in the
City of Lawrence.

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

Geo. M. Falley and Jessie E. Falley have this day executed and delivered one certain promissory note in writing to said part y of the second part, of which the following is a copy: \$1700.00 - Lawrence, Kansas
July 3d - 1906 - Two years after date we
promise to pay to the order of John Lewis
fourteen hundred dollars to the Merchants
National Bank, value received, with interest
at 4 per cent per annum after date until
paid. Interest payable semi-annually.
George M. Falley,
Jessie E. Falley, P.

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

In Witness Whereof, The said part es of the first part have hereunto set their hand 2 the day and year first above written.

George M. Falley
Jessie E. Falley

STATE OF KANSAS, } SS:
Douglas County,

Be It Remembered, That on this 3d day of July, 1906, before me the undersigned, a Notary Public in and for the County and State aforesaid, came George M. Falley and Jessie E. Falley husband and wife.

who are each personally known to me to be the same persons who executed the within instrument of writing, and such person each 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.



Geo. A. Banker Notary Public.

Recorded July 7 - 1906 Term expires July 27 - 1908, at 2 o'clock P. M.

W. W. Armstrong Register of Deeds.
By Geo. E. Armstrong Rep.

And said parties of the first part further agree, upon default of the above covenant and conditions, or any or either of them, to pay the sum of Twenty Dollars, for the mortgage or this assigns attorney fees for the foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage.

The following is enclosed in the original instrument. For value received I hereby acknowledge full payment and satisfaction of the within mortgage and order the same discharged of record. Oak Park Ill. John Lewis.

*Recorded July 11th 1908.
G. W. Armstrong
Register of Deeds.*