

This Indenture, Made this 29th day of January 1907, between D. R. White and Matilda White his wife of Douglas County, in the State of Kansas of the first part, and O. O. Weaver of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of One Hundred and fifty AND no DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2^d 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 north west quarter 1/4 of the north East 1/4 of the north east quarter of Section Eleven (11) in Township Fourteen (14) in Range nine (9)E and ten acres, being the north part of the following described tract, to wit: Commencing at a point forty rods west of a point forty five rods north of the south East corner of the north East 1/4 of said Section eleven (11), thence running north seventy five rods thence west fifty rods thence south seventy five rods thence East fifty rods to place of beginning.

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

D. R. White and Matilda White

have on this day executed and delivered one certain promissory note, in writing to said part 4 of the second part, of which the following is a copy: \$150.—Lawrence Kans January 29-1907 One

year after date we promise to pay to the order of O. O. Weaver One hundred and fifty dollars at the Peoples State Bank, Lawrence Kansas for value received with interest at 5 1/2 per cent per annum, from date. Signed

D. R. White.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to the possession of said premises, and after satisfying said note shall return any balance of proceeds of said part

In Witness Whereof, The said part 1st of the first part have hereunto set their hand the day and year first above written.

D. R. White.
Matilda White.

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 29th day of January 1907, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

D. R. White and Matilda White his wife

who are personally known to me to be the same person s who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Seal, the day and year last above written.



L. S. Steele Notary Public.

Recorded Feb. 3 1907, at 9²³ o'clock P. M. Term expires June 20 1910

Chas. E. Armstrong Register of Deeds.
By Chas. E. Armstrong Dep.

*The following is enclosed on the original instrument
Gr. Consideration of full payment of the within mortgage
I hereby release the same this 28 day of Sept. 1907.
W. C. Weaver.*

*Recorded Sept 28th 1907.
A. W. Armstrong,
Register of Deeds.*

Notary Public
1907
Register of Deeds