

This Indenture, Made this 17th day of January, A. D. 1907, between Daniel E. Talley and Viola E. Talley his wife of Douglas County, in the State of Kansas of the first part, and of Shawnee David Neese County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Twenty Seven Hundred AND no/100 DOLLARS, the receipt of which is hereby acknowledged, do 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 Quarter (1/4) of Section Thirty five (35) Township Thirteen (13) Range Seventeen (17)
Also the west one half (1/2) of the North East Quarter 1/4 of Section Thirty five (35) Township Thirteen (13) Range Seventeen (17)
 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 Daniel E. Talley and Viola E. Talley his wife 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 \$2700.00 Richland Kansas, Jan 17-1907 Jan. 12-1912 after date, I, we, or either of us, promise to pay David Neese or order, Twenty Seven Hundred no/100 Dollars at Bank of Richland and Midland, Kansas, for value received, with interest at 6 percent per annum from date until paid. interest payable annually on the 1st day of January \$100.00 at any multiple thereof any interest paying period
Daniel E. Talley
Viola E. Talley

Now, If said part of the first part shall pay or cause to be paid to said part of the second part, 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 hand 2 the day and year first above written.

Daniel E. Talley
Viola E. Talley

STATE OF KANSAS, } ss:
Shawnee County,

Be it Remembered, That on this 5 day of April, A. D. 1907, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Daniel E. Talley and Viola E. Talley his wife

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 Notarial Seal, the day and year last above written.

Albert Neese Notary Public, 1907
 Term expires May 27 1909

Recorded April 5 A. D. 1907, at 2 o'clock P.M.

W. H. Armstrong Register of Deeds.
By Eric E. Armstrong Dep.

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:
\$1680.75
Richland Kansas April 24 1906
Received: William J. Clemmings for David E. Talley & Viola E. Talley
the sum of \$1680.75 in full
satisfaction of the within mortgage.
David Neese

Recorded April 7th 1906
Alfred L. Lawrence
Geo. C. Hagel

The following is Endorsed on the original instrument.