

Know All Men by these Presents, That David J. Hutchinson, a widower, County of Pottawattamie and State of Iowa, in consideration of the sum of Thirty one Hundred Dollars, in hand paid by C. Konigsmacher of Pottawattamie County and State of Iowa, do hereby Sell and convey unto the said C. Konigsmacher the following described premises, Situated in the County of Douglas, and State of Kansas, to wit the undivided one half of The North West Quarter of Section 25, the South West Quarter of Section (24). The North half of the South East Quarter, the South half of the North East Quarter, the East 60 acres of the North half of the North East Quarter, also, beginning 10 rods South of the North East corner of the South West Quarter thence West 80 rods, thence South 55 rods thence East 80 rods thence North 55 rods to place of beginning, all in Section 26, Also all that part of the East half of the South East Quarter of Section (23) lying South of the Topeka and Lawrence Wagon road all in Township 12 Range 18 East of the 6th P.M. Containing 582 1/4 acres more or less. And I hereby covenant with the said C. Konigsmacher that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear from all liens and incumbrances whatsoever, Except an undivided 1/2 of a Mortgage of \$8000 to the Union Central Life Ins. Co. and I covenant to Warrant and Defend the title to said premises against the lawful claims of all persons whomsoever except above Mortgage. Provided, Always, and these presents are upon this express condition, that if the said David J. Hutchinson his heirs, executors, or administrators, shall pay or cause to be paid to the said C. Konigsmacher's executors, or administrators, or assigns, the sum of Thirty one hundred Dollars, on the 9th day of Feb. 1904 with interest thereon according to the tenor and effect of the one promissory note of the said David J. Hutchinson payable to C. Konigsmacher bearing even date herewith then these presents to be void, otherwise to remain in full force. And it is hereby agreed, that if the said David J. Hutchinson allows the taxes to become delinquent upon said property, or permits the same or any part thereof, to be sold for taxes, or if he fail to pay the interest on said note promptly as the same become due, the note secured hereby shall become due and payable in 30 days thereafter; and the Mortgagee his heirs or assigns may proceed at once to foreclose this Mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said David J. Hutchinson in addition to the amount of said debt, interest and costs, agree to pay the Mortgagee herein named, or

For record See Book 44 Page 190