

This Indenture, Made this 1st day of March A. D. 1909, between
A. J. Early and Sarah C. Early, his wife
of Douglas County, in the State of Kansas of the first part, and
State Bank of Deconymon
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part two of the first part, in consideration of the sum of Eight hundred and Fifty — — — — — and 100 ^{ms} DOLLARS the receipt of which is hereby acknowledged, do — — — — — by these presents, grant, bargain, sell and convey unto said part two of the second part, the — — — — — heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

beginning sixty (60) rods from the S.E. cor. of the S.W. $\frac{1}{4}$ of Sec. 34 Township 11 Range 1, Thence west 268 ft. and 7 min. thence west $\frac{1}{2}$ south 283 ft. and 7 min. thence south 174 ft. thence west to middle of Crow Creek thence north wending with the creek to a parcel of land heretofore deeded by David Shuck to J. E. Osborn, Atkinson and Mary E. Atkinson, his wife and afterwards deeded by said Atkinson and wife to J. Eldred Day, Thence East to east line of said Quarter section, Thence south to place of beginning containing ten acres

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 First Parties

ha. 2 this day executed and delivered one certain promissory note in writing to said part f of the second part of
Payable as follows: to wit: \$1000.00 10 month from date thereof.

State Bank of Decumpton, Decumpton Kansas March 1st 1919 \$800.00
 24 months after date, we promise to pay to the order of State Bank of Decumpton
 Eight hundred and fifty in no dollars with interest at the rate of eight per cent
 annum from date, at the State Bank of Decumpton, Decumpton
 Kansas. x C. D. Early
 Sarah C. Early.

NOW, If said part 1/2 of the first part shall pay or cause to be paid to said part 1/2 of the second part, to 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 1/2 of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party ^{two} of the first part ha^{ve} hereunto set their hand S
the day and year first above written.

STATE OF KANSAS, }
Douglas County. } SS.

BE IT REMEMBERED, That on this 1st day of March, A. D. 1909, before me, the undersigned, Gella W. Cliff, Attorney at Law in and for the County and State aforesaid, came John J. Early and Sarah C. Early, his wife

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

IN TESTIMONY WHEREOF, I have herunto set my name hand and affixed my Official Seal, the day and year last above written.

Gella W. Liff Notary Public.

Term expires Feb. 10th 1984

Recorded March 11th A. D. 1909 at 3²⁵ o'clock P. M.

Floyd Lawrence Register of Deeds.

More or less, and beginning at a point 77 rods north of the S.E. cor. of the S.W. 1/4 sec 37, Township 33 Range 8, and running north 22 rods, thence west one rod, thence north 78 rods, thence west 77 rods to the middle of Coon Creek thence southward following the meandering of said creek to a point 73 rods west of the east line of the west quarter section, thence north 7 rods, thence East 73 rods to place of beginning, containing twenty acres more or less.

The following is enclosed on the original instrument
The new form should be having been paid in full this morning
is hereby released and the bill thereby created discharged.
Witness our hands this 5th day of March A.D. 1915
B. F. Wagner, President
Attest
J. H. Kinder Cashier

Received March 7th 1910
Lord of Lawrence
Requests of Friends

(The following is endorsed on the original instrument.)
The note herein described having been paid in full the
mortgage is hereby released and the said thereby created discharged.
As Witness my hand this 2nd day of February A.D. 1911 at
St. Paul, Minn. J. J. [Signature] Clerk of the Court.

Recorded Feb'y 3 1911
Floyd S. Lawrence