

Between William Barker (a widower) of the first part, and J. L. Raines, Cashier of the second part:

Witnesseth, That said part Y of the first part, in consideration of the sum of Four hundred and 00 DOLLARS the receipt of which is hereby acknowledged, do ss 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:—

All that part of Section 33, Township 11, Range 18, lying North and East of the Atchison Topeka and Santa Fe Railroad, and the East Twenty-two and one-half (22 and 1/2) acres of the fractional Southeast quarter of Section 23, Township 11, Range 18, and that part of the northwest-quarter of Section 34, Township 11, Range 18, lying West of the Center of Coon Creek and South of the Atchison Topeka and Santa Fe Railroad,

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

Party of the first part ha this day executed and delivered one certain promissory note, in writing to said part Y of the second part of \$400.00 Perry, Kansas December 3th 1908, Three years after which the following wa cop y date, for value received I promise to pay to the order of J. L. Raines, Cashier Four Hundred Dollars, payable at the banking house of the Bank of Perry in Perry Kansas with interest from date at the rate of 10 per cent per annum until paid. Interest shall be due and payable annually and if the same is not so paid when due then to become a part of the principal and bear the same rate of interest until paid. The sureties, guarantors and endorsers on this note hereby severally agree to and do hereby waive presentment for payment, protest and notice of non-payment and all benefits of stay or exemption laws and agree that this note may be extended from time to time without releasing either or any of them or in any way affecting their liability thereon.

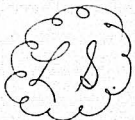
NOW, If said part Y of the first part shall pay or cause to be paid to said part Y of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged 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 Y of the first part ha hereunto set his hand the day and year first above written.

Wm Barker

STATE OF KANSAS, } ss.
Jefferson County, }

BE IT REMEMBERED, That on this 8th day of December A. D. 1908, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Wm Barker (a widower)



who ss personally known to me to be the same person who executed the within instrument of writing, and such person them 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.

J. L. Raines

Notary Public.

Term expires Oct 5 1909

Recorded Mar 26 A. D. 1910, at 11:15 o'clock P M.

Floyd L Lawrence Registrar of Records.

The following is endorsed on the original instrument:
 Received of Wm Barker of Jefferson County, Kansas, four hundred dollars (\$400.00) on the 8th day of December, 1908, for the purpose of securing a mortgage on the fractional Southeast quarter of Section 23, Township 11, Range 18, and that part of the northwest-quarter of Section 34, Township 11, Range 18, lying West of the Center of Coon Creek and South of the Atchison Topeka and Santa Fe Railroad, to J. L. Raines, Cashier of the Bank of Perry, Kansas. J. L. Raines.