

This Indenture, Made this first day of January in the year of our Lord one thousand nine hundred and nine by and between Peter J. Stallard and Caroline Stallard, his wife, of the County of Douglas and State of Kansas, parties of the first part, and Emily P. D. Woodward party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Twenty Five Hundred & No/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to her heirs and assigns, forever, all of the following described tracts <sup>pieces</sup> or parcels of land, lying and situate in the County of Douglas and State of Kansas, to-wit:

The Northeast Quarter of the Southeast Quarter and the North six (6) acres of the East Half of the Southeast Quarter of the Southeast Quarter of Section Twenty "20" Township Twelve (12), South, Range Twenty (20) East of the Sixth Principal Meridian. To Have and To Hold the Same, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns forever, And the said parties of the first part do hereby covenant and agree that at the delivery hereof That they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns, forever, against the lawful claims of all persons whomsoever. Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First. Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Twenty Five Hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the party of the first part bearing date January 1st 1909, payable to the order of the said Emily P.D. Woodward Five years after date, at Chemical National Bank of New York City with interest thereon from date until maturity at the rate of five per cent per annum, payable annually, on the first days of January and ---- in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by five coupons attached to said principal note, and of even date therewith, and payable to the order of said Emily P.D. Woodward at Chemical National Bank of N.Y. City.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of interest hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may

(For release see Book 51, Page 560)