

This indenture, Made this 29th day of January, A.D. 1913, between Ira Silliman and Eva Silliman, his wife, of Douglas County, in the state of Kansas of the first part, and Citizens Saving Bank of Cedar Falls of Black Hawk County, in the state of Iowa of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of Five Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors, heirs and assigns, all the following described real estate situated in the County of Douglas and state of Kansas, to wit: The Southwest Quarter of Section No. Thirty-three (33), Township No. Eleven (11), Range no. Eighteen (18), Also the South Sixty (60) Acres of the East half ( $\frac{1}{2}$ ) of the northwest Quarter of Section No. Thirty-three (33) Township Eleven (11), Range Eighteen (18), 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 express condition, that whereas said Ira A. Silliman has this day executed and delivered three certain promissory notes in writing to said party of the second part, of which the following are copies,

Cedar Falls, Iowa, January 29, 1913.

February 1, 1918 after date, for value received, I promise to pay to the order of Citizens Savings Bank, of Cedar Falls, Iowa, at its office in Cedar Falls, Iowa, One Thousand Dollars \$1000.00 with interest at 5% per annum from Feb. 1, 1913. Interest payable semi-annually, principal and defaulting interest to draw interest at the rate of eight per cent per annum from maturity. Default in payment of interest when thirty days past due, shall operate to make both principal and interest due on demand. The makers, endorsers and guarantors, of this note agree to pay a reasonable attorney's fee if suit is brought hereon. Privilege granted to pay \$100.00 or any multiple thereof on any interest day.

Cedar Falls, Iowa, January 29, 1913.

February 1, 1918 after date, for value received, I promise to pay to the order of Citizens Savings Bank, of Cedar Falls, Iowa, at its office in Cedar Falls, Iowa, Two Thousand Dollars, \$2000.00, with interest at 5 per cent per annum from Feb. 1 1913, Interest payable semi-annually, principal and defaulting interest to draw interest at the rate of eight per cent per annum from maturity. Default in payment of interest when thirty days past due, shall operate to make both principal and interest due on demand. The makers, endorsers and guarantors, of this note agree to pay a reasonable attorney's fee if suit is brought hereon. Privilege is granted to pay \$100.00 or any multiple thereof on any interest day.

Cedar Falls, Iowa, January 29 1913.

February 1 1918 after date, for value received, I promise to pay to the order of the Citizens Savings Bank, of Cedar Falls, Iowa, at its office in Cedar Falls, Iowa, Two Thousand Dollars, \$2000.00, with interest at 5 per cent per annum from Feb. 1 1913. Interest payable semi-annually, principal and defaulting interest to draw interest at the rate of eight per cent per annum from maturity. Default in payment of interest when thirty days past due, shall operate to make both principal and interest due on demand. The makers, endorsers and guarantors, of this note agree to pay a reasonable attorney's fee if suit is brought hereon. Privilege granted to pay \$100.00 or any multiple thereof on any interest day.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors, heirs or assigns, said sum of money in the above described notes 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 party of the second part shall be entitled to

See Release Book 57 Page 43