

This Indenture, Made this 20 day of Feby A.D. 1883 between John Mc Knight and Sarah Ann his wife of Douglas County in the State of Kansas of the first part and Charles Durr of Douglas County in the State of Kansas of the ~~second~~ ^{second} part. Witnesseth, That said parties of the first part in consideration of the sum of One Hundred Dollars the receipt of which is hereby acknowledged do by these presents, grant, bargain sell and convey unto said party of the second part his heirs and assigns, all the following described Real Estate situated in the County of Douglas and State of Kansas to wit:

The north half of the south east quarter of section Five (5), Township Fourteen (14), Range Twenty one (21), 80 acres more or less.

To have and to hold the same, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining forever.

Provided Always, And these presents are upon this express condition that whereas said John Mc Knight & Sarah Ann his wife have this day executed and delivered one certain promissory note in writing to said party of the second part of which the following is a copy.

\$100.00

Eudora Feby 20th 1883.

One year after date we promise to pay to the order of Charles Durr one hundred Dollars payable at Eudora Kansas as value received with 10 per cent interest per annum.

Witnessed by

Chas Pilla.

John Mc Knight

Sarah Ann ^{by} ~~John~~ Mc Knight ^{mark.}

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and 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 party of the second part shall be entitled to the possession of said premises: And said parties of the first part further agree upon default of the above covenants and conditions or any or either of them to pay the sum of Fifty Dollars for the mortgage