

This Indenture made this 24th day of February A.D. 1885 between Albert B. Davis and Elizabeth Davis his wife of Jackson County in the State of Missouri of the first part and Jacob Behm of Douglas County in the State of Kansas of the second part;

Witnesseth That said parties of the first part in consideration of the sum of Three Thousand and $\frac{00}{100}$ 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 South sixty six and $\frac{2}{3}$ acres of the South half of the South-East quarter, also the South thirty three and $\frac{1}{3}$ acres of the South-East Quarter of the South West quarter all in Section Twelve (12) Township Thirteen (13) Range Twenty one (21) being in the aggregate one hundred acres more or less.

To have and to hold the same together with all and singular the tenements hereditaments and appurtenances thereto belonging or any wise appertaining forever.

Provided Always and these presents are upon this express condition that whereas said Albert B. Davis & Elizabeth his wife have this day executed and delivered four certain promissory notes in writing to said party of the second part of which the following are copies

- No. 1 \$700 - due February 24th 1886 interest 8 %
 No. 2 \$750 due February 24th 1887 interest 8 % payable annually
 No. 3 \$750 due February 24th 1888 interest 8 % do.
 No. 4 \$750 due February 24th 1889 interest 8 % do.

Indorsement on notes No. 2 & No. 3.

If the interest on all the notes and taxes are paid I agree to extend payment of this note for one year if desired by Mr. Davis.

Now if said parties of the first part shall pay or cause to be paid to said party 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

The notes secured by the mortgage herein mentioned has been fully paid the receipt of which is hereby acknowledged and the said party created hereby discharged and mortgage released this 24th day of March A.D. 1889

Witness my hand and seal of office this 22nd day of March A.D. 1889

Notary Public in and for the State of Missouri