

This Indenture Made this 28 day of March 1892 by and between Lindley H. Cox and Mary H. Cox his wife of the County of Jackson and State of Missouri of the first part, and Charles Soltholtz of the County of Douglas and State of Kansas of the second part.

Witnesseth that said parties of the first part, in consideration of the sum of Two Hundred and fifty Dollars, the receipt of which is hereby acknowledged and of the debt therein after mentioned, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, his heirs and assigns, all of the following described Real Estate situated in the County of Douglas and State of Kansas to-wit: Lots Numbered 22-23-24-25-26-27-28-34-35 and 36 in Kansas Sub-division of Block numbered 7 of Earls addition to the City of Lawrence, State of Kansas, and the said Lindley H. Cox & Mary H. Cox his wife do hereby covenant and agree that at the delivery hereof 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. Excepting a Mortgage securing 3 notes the balance thereon being \$89⁰⁰ and that they will Warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons claiming the same.

To Have and to Hold the same, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, upon this express condition, to-wit: That whereas, Lindley H. Cox and Mary H. Cox his wife have this day, executed and delivered their certain promissory note to said party of the second part, in words and figures as follows, viz.

Kansas City Mo March 28, 1892.

On or before Two years after date We promise to pay to the order of Charles Soltholtz Two Hundred and fifty Dollars, at Lawrence, Kansas, Value received with interest at 8 per cent per annum from date

Signed - Lindley H. Cox
Mary H. Cox

Now if said parties of the first part, their executors, administrators or assigns, shall pay or cause to be paid to said party of the second part, his executors, administrators or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the tenor and effect thereof, 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, or if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are made due and payable, or if said insurance is not effected, and if the policy and certificates are not assigned, as aforesaid, then and upon failure of the said parties of the first part to perform the foregoing provisions, covenants and agreement, or any or either of them, the whole of said sum, sums and interest thereon shall, at the option of the said party of the second part become due and payable forthwith, whether due by the terms of said note or not, and said party of the second part

The following is endorsed on original instrument

In consideration of full payment of the within mortgage

I hereby release the same this

31 day of May 1894.

Recorded May 31, 1894 at 11³⁰ o'clock A.M. James Brooker Register of Deeds

Charles Soltholtz
J. W. Carman Deputy

The following is endorsed on the original instrument