

claimants and appurtenances thereunto belonging or in anywise appertaining forever.

Provided, Always, And these presents are upon this express condition, that whereas, said David Berry and Amelia Berry his wife have executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

Eudora Jan. 1st 1893

On or before Jan 1st 1895 We promise to pay to the order of Charles Soltholz Fifty Two and 6/10 Dollars at 10% interest per annum from date.

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 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.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

David Berry

Amelia Berry

State of Kansas, Douglas County ss.

Be it Remembered, That on this 30th day of March A.D. 1893, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David Berry & wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons do duly acknowledge the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my Official seal the day and year last above written.

1893

Term expires May 5th 1896.

Recorded March 31, 1893 at 5:00 clock P.M.

John C. Hagenbuch

Notary Public

James Brooke

Register of Deeds

The following is indorsed on the original instrument
The note herein described having been paid in full, this note is null and void.