

This Indenture, Made this 23 day of January A. D. 1897, between  
Henry Coss and Mary his wife of the first part, and  
of Douglas County, in the State of Kansas of the first part, and  
Charles Rothholz of the second part;  
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

Sixty seven and <sup>00</sup>/<sub>100</sub> DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in

Douglas County, and State of Kansas, to-wit:

Lots Three (3) Four (4) Five (5) Seven (7) Eighth (8) Nine (9) Ten (10)  
Eleven (11) Twelve (12) Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16)  
Seventeen (17) and Eighteen (18) in Block two hundred thirteen (213) Also Lots One (1) Two (2) Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) and Ten (10) Block Two hundred forty two (242)  
situated in the City of Eudora, County and State aforesaid.

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 expressed condition, that whereas said

Henry Coss and Mary his wife  
have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following is a copy: Eudora Kans. 1/23/1904

After date are promised to pay to the order of Charles Rothholz Sixty seven and <sup>00</sup>/<sub>100</sub> Dollars at the Kans Valley State Bank of Eudora Kansas with — per cent interest from date till maturity and ten per cent per annum after maturity until paid Value received.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, their 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.

Henry Coss  
Mary Coss

STATE OF KANSAS, }  
Douglas County, } ss:

Be it Remembered, That on this 23 day of January A. D. 1897, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

Henry Coss and Mary his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

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

Geo. H. Rothholz Notary Public

Recorded Mch. 5 A. D. 1897, at 11<sup>20</sup> o'clock a. m.

G. H. Rothholz Register of Deeds