

This Indenture, Made this First day of May A. D. 1890, between
Charles J. Foust and Mary J. Foust
 of Douglas County, in the State of Kansas of the first part, and
Charles Lethholz
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part ies of the first part, in consideration of the sum of
Six hundred ^{and} no ¹⁰⁰ DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of of
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:—

The east half (1/2) of the north east quarter (1/4) of section number Two (2) Township Number (14) of Range number Twenty (20) East of the 6th Principal Meridian.

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

Charles J. Foust and Mary J. Foust
 ha at this day executed and delivered a certain promissory note in writing to said part of of the second part, of which the following is a copy: \$600.00 Eudora, Kans. May - 1 - 1890 -
Eight years after date we promised to pay to the order of Charles Lethholz Six hundred and no Dollars at the Kaw Valley State Bank of Eudora with 6 1/4 per cent. interest from date till maturity and ten per cent. per annum after maturity until paid. Value received.

Now, If said part ies of the first part shall pay or cause to be paid to said part of 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 part of of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s the day and year first above written.

Charles J. Foust
Mary J. Foust

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this First day of May A. D. 1890, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

Charles J. Foust and Mary J. Foust

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

Geo. H. Lethholz Notary Public.

Recorded Dec. 6 A. D. 1890, at 10³⁰ o'clock A. M.

G. S. Seimens Register of Deeds.

The following is enclosed in the original instrument.
 \$600.00 Eudora, Kans. Mar 16th 1897. Received of C. J. Foust
 the within sum in full satisfaction of the within mortgage.
 Charles Lethholz.

Recorded Mar 16th 1897.
 A. W. Winstrom
 Register of Deeds

The following is enclosed in the original instrument.
 \$600.00 Eudora, Kans. Mar 16th 1897. Received of C. J. Foust
 the within sum in full satisfaction of the within mortgage.
 Charles Lethholz.