

This Indenture, Made this 16th day of December A. D. 1892, between
 of Douglas County, in the State of Kansas of the first part, and
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part of the first part, in consideration of the sum of
Sixteen hundred AND no 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 northeast fractional quarter of section number Four (4)
Township number Fourteen (14) Range number Twenty one (21).

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

James S. Deay and Ann, his wife,
 ha on 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 cop y: \$1600⁰⁰ Rudora Kans. 1st 1st 1st.
On or before five years we promised to pay to the order of
Charles Rothholz, Sixteen hundred and no Dollars at
the Kaw Valley State Bank of Rudora with 6 per cent
interest from date till maturity and ten per cent per
annum after maturity until paid. Value received.

Now, If said part of 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 of of the first part ha on hereunto set their hand s
 the day and year first above written.

Witness to mark,
Ann Rothholz.

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 16th day of December A. D. 1892, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

James S. Deay and Ann, his wife,

who are personally known to me to be the same person who executed the within instru-
 ment of writing, and such person have 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 Jan. 5th A. D. 1893, at 10th o'clock A. M.

G. H. Sopman, Register of Deeds.

(THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT)
Received of James S. Deay the within named Mortgagor,
and no Dollars, in full
satisfaction of the within Mortgage.
William Rothholz
Adm'r of Estate of Charles Rothholz, Jr.

Recorded Oct 4 1913
Floyd L. Lawrence
Register of Deeds
By Geo. L. Hight