

This Indenture, Made this 1st day of May 1903, between J. W. Lombard and Christina his wife of Douglas County, in the State of Kansas of the first part, and Charles Latholpy 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 Three hundred fifty AND 76/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party 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 North half of the following described piece or parcel of lands:  
Beginning at the Southeast corner of the Northeast quarter of Section Three (3) running thence south sixty (60) rods to a stake thence west one hundred sixty (60) rods to a stake thence north sixty (60) rods to a stake thence East one hundred sixty (60) rods to the place of beginning. It being sixty (60) rods off the South side of the North East quarter of Section Three (3) Township Thirteen (13) South Range Twenty one (21) East of the Sixth P. M. The parcel hereby conveyed being Thirty (30) acres more or less.

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

J. W. Lombard and Christina 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: Endorsed Kans. 5/1/1903. Three upon after date We promised to pay to the order of Charles Latholpy Three hundred fifty (300) Dollars at the Dow Valley State Bank of Endora with interest at 7 per cent per annum 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, 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.

J. W. Lombard  
Christina Lombard

STATE OF KANSAS, } ss:  
Douglas County,

Be it Remembered, That on this 1st day of May 1903, before me the undersigned, a Notary Public in and for the County and State aforesaid, came

J. W. Lombard and Christina his wife

who are personally known to me to be the same persons who executed the within instrument 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. Latholpy Notary Public.  
 Term expires Oct 2 1903

Recorded May 21st 1903, at 9 o'clock A. M.  
A. W. Armstrong Register of Deeds.

The following is Enclosed on the original instrument  
 \$ 362.75 Endora Kans. Jan 4-1906.  
 Received of J. W. Lombard the within mortgage the sum of  
 Three hundred and sixty two and 76/100 Dollars.  
 in full satisfaction of the within mortgage.  
Charles Latholpy

Recorded Jan 6-1906.  
A. W. Armstrong  
 Register of Deeds.

