

This Indenture, Made this 30 day of August A. D. 1904, between
George S. Mertz and Louise Mertz his wife
 of Douglas County, in the State of Kansas of the first part, and
Charles Bottholz
 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
Two hundred AND no DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of
 the second part, heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:

Tract Number Five (5) Six (6) Seven (7) Eight (8) Nine (9)
Ten (10) Eleven (11) Twelve (12) Thirteen (13) Fourteen (14)
Fifteen (15) Sixteen (16) in Block One hundred twelve (112)
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 George
S. Mertz and Louise Mertz 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. Aug. 20, 1904.
Two years after date we promised to pay to the order of
Charles Bottholz Two hundred and no Dollars at the
Raw Valley State Bank of Eudora with 7 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, 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.

George S. Mertz
Wm. Louise Mertz

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 30 day of August A. D. 1904, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came
Geo. S. Mertz and Louise Mertz his wife

who are personally known to me to be the same persons who executed the within instru-
 ment of writing, and such persons 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. Bottholz Notary Public.

Recorded August 30 A. D. 1904, at 10 o'clock A M.

R. W. Armstrong Register of Deeds.
By Alice C. Armstrong Dep.

(THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT)

Received of Geo. S. Mertz the sum of Two hundred Dollars, in full
 satisfaction of the within Mortgage. William Bottholz
Adm'r of Estate of Charles Bottholz dec'd

Recorded Aug 22nd 1904
Wm. Bottholz
Geo. H. Bottholz Register of Deeds.

Not Released See Book 62 Page 124