

This Indenture, Made this 6 day of April 1907, A. D. 1897, between
Francis A. Wherry and E. J. Wherry her husband
 of Weber County, in the State of Utah of the first part, and
Charles Latholby
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of
Three Thousand AND 100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:

South Ten (10) Acres of Lot Two (2) and
Lot Three (3) in Section Twenty Eight (28) Township Twelve (12) Range Twenty
One (21) also East Half of the South East Quarter and One (1) Acre
of Lot Four on the North line, running East and West in
Section Twenty Eight (28) Township Twelve (12) Range Twenty One (21)
also the North Fourteen (14) Acres of the East Thirty (30) Acres
of Lot No. One (1) in Section Thirty Three (33) Township Twelve
(12) Range Twenty One (21) also the North Half of South West Quarter of North West Quarter
of Section Three (3) Township Twelve (12) Range 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
Francis A. Wherry and E. J. Wherry her husband

have this day executed and delivered a certain promissory note in writing to said part 2d of the second part,
 of which the following is a copy: Eudora Kansas, April, 6, 1907. Three
years after date we or either of us promise to pay to the order
of Charles Latholby - Three Thousand and no/100 Dollars
at the Kaw Valley State Bank, of Eudora, with Six
per cent interest from date till maturity and
Six per cent per annum after maturity
until paid Value received.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d of the second part shall be entitled to the possession of
 said premises.

In Witness Whereof, The said part 1st of the first part have hereunto set their hand
 the day and year first above written.

Francis A. Wherry
E. J. Wherry,

Utah
 STATE OF KANSAS, } SS:
Weber County,

Be it Remembered, That on this 13 day of April 1907, A. D. 1897, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

Francis A. Wherry and E. J. Wherry her husband

who are personally known to me to be the same person who executed the within instru-
 ment of writing, and such person s 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.

Volney C. Linnell Notary Public,
 Term expires Nov. 10 1907

Recorded May 20 1907, A. D. 1897, at 11 o'clock A. M.

Alvin C. Armstrong Register of Deeds,
By Alvin C. Armstrong, Dep.

The following is a true and correct copy of the original instrument
 Received of Francis A. Wherry and E. J. Wherry her husband
 the sum of Three Thousand and no/100 Dollars in full satisfaction
 of the within mortgage
 Recorded April 18/11
 Floyd L. Lawrence
 Register of Deeds