

This Indenture, Made this 7th day of November A. D. 1907, between
Milton Davy and Anna Davy his wife
 of Douglas County, in the State of Kansas of the first part, and
Charles Lothholz
 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
One Hundred Sixty Two AND 65/100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 1 of
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:—

All Lots Numbered Two (2) Three (3) Four (4) Five (5)
Six (6) Seven (7) Eight (8) Nine (9) Ten (10) Eleven
(11) Twelve (12) Thirteen (13) Fourteen (14) Fifteen
(15) Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19)
and Twenty (20) All in Block Number Twenty Five (25)
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
Milton Davy and Anna Davy 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 Kansas Nov. 7-1907. Three years after
date we or either of us promise to pay to the order of
Charles Lothholz One hundred Sixty two and 65/100 Dollars at the
Kan Valley State Bank of Eudora with interest at Seven per
cent per annum from date till maturity and ten per cent
per annum after maturity until paid in full
Milton Davy
Anna Davy

Now, If said party 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.

Witness to mark
Fred Starr

Milton Davy
Anna Davy

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 7th day of November A. D. 1907, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

Milton Davy and Anna Davy
his wife

who are personally known to me to be the same person 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. L. Lothholz Notary Public.

Recorded Dec. 6 A. D. 1907, at 11 o'clock A. M.

Geo. L. Lothholz
Register of Deeds

The following is endorsed on the original instrument:
 8/12/07 Eudora, Kan. 4/1/11 Received of Milton Davy
 the within named mortgage, the sum of One hundred sixty
 two and 65/100 Dollars in full satisfaction of the within mortgage.
 Geo. L. Lothholz, Admin.
 Charles Lothholz, Admin.
 Recorded 4/18/11
 Floyd Lawrence
 Register of Deeds

The following is endorsed on the original instrument:
 4/1/11 Received of Milton Davy
 the within named mortgage, the sum of One hundred sixty
 two and 65/100 Dollars in full satisfaction of the within mortgage.
 Geo. L. Lothholz, Admin.
 Charles Lothholz, Admin.
 Recorded April 5, 1910