

This Indenture, Made this 3rd day of December, 1907, A. D. 1897, between
John B. Miller and Jennie H. Miller his wife
 of Douglas County, in the State of Kansas of the first part, and
Charles Lathholz
 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
Seven Hundred Seventy Five AND no DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd 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 Fifteen Feet (15) of Lot Number Thirteen
(13) and Lot Number Fourteen (14) in Block
Number One Hundred Forty Six (146)
situated in the City of Eudora, County and State
of Kansas according to the Plat of said City now
on file in Register of Deeds office.

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

John B. Miller and Jennie H. Miller his wife
 have on this day executed and delivered a certain promissory note in writing to said part 2nd of the second part,
 of which the following is a copy: \$775.00 Eudora, Kansas Dec. 3rd 1907. Two years
after date we or either of us promise to pay to the order of Charles
Lathholz Seven Hundred Seventy Five and no Dollars at
the New Valley State Bank, of Eudora, with Six per cent per
annum after maturity until paid Value received
John B. Miller. L.S.
Jennie H. Miller. L.S.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 s
 the day and year first above written.

John B. Miller,
Mrs. Jennie H. Miller,

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 3rd day of December, 1907, A. D. 1897, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came
John B. Miller and Jennie H. Miller 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. B. Lathholz Notary Public.

Recorded Dec. 6, 1907, A. D. 1897, at 11 o'clock A. M.

Edw. Armstrong, Register of Deeds.
Elsie C. Armstrong Dep.

The following is endorsed on the original instrument:
 \$745.00 Eudora, Kansas Apr 2 1910 Received of John B. Miller
 the within named mortgage the sum of Seven hundred seventy five
 and no Dollars in full satisfaction of the within mortgage
 New Valley State Bank
 Charles Lathholz
 Cash

Recorded April 5 1910
 Lloyd L. Lauman
 Register of Deeds

(For assignment See Book 44 Page 644)