

Mortgage Record.

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This Indenture, Made this 1st day of February A. D. 1911, between Marlon H Cox and Viola R Cox his wife of Douglas County, in the State of Kansas of the first part, and The New Valley State Bank, Eudora 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 Thirteen Hundred Seventy Five and 100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:-

The East Half (1/2) of Block Number Two Hundred Seven (207) 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 Marlon H Cox and Viola R Cox his wife have this day executed and delivered a certain promissory note in writing to said parties of the second part of which the following is a copy: \$1,375.00 Eudora, Kans., Feb. 1, 1911 Five years after date and on or either of us promised to pay to the order of The New Valley State Bank, Thirteen Hundred Seventy Five and 100/100 Dollars at the New Valley State Bank, Eudora, with his percent per annum from date till maturity and Six percent per annum after maturity until paid Value Received Marlon H Cox L.S. Viola R Cox L.S.

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties 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.

Marlon H Cox
Viola R Cox

STATE OF KANSAS, }
Douglas County, } ss.

BE IT REMEMBERED That on this 1st day of February A. D. 1911, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Marlon H Cox and Viola R Cox, his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal, the day and year last above written.

Ernest Latholgy Notary Public,
Term expires Sept 25th 1911

Recorded Feb 7 A. D. 1911 at 10:45 o'clock 9 M.
Floyd L Lawrence Register of Deeds.

1375.00
Received of Marlon H Cox the sum of Thirteen Hundred Seventy Five Dollars, in full satisfaction of the within Mortgage. Feb 11
Cox

Recorded Feb 14 1911
Floyd L Lawrence
Register of Deeds
Feb 10 1911