

MORTGAGE RECORD-59.

Reg. No. 2690
Fee Paid 1.50

D. 1927 between
wife,
of the first part, and
of the second part;
DOLLARS,
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Eudora
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appertaining, forever;
J. Harris imp
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Eudora,
and ten
his receiving
note is
said sum of money
be wholly discharged
when the same is due,
same are by law made
of the second part
written.
Notary Public.

The foregoing is endorsed on the original instrument
dated 1927 between Fred James and Madge James his wife
and is a true and correct copy of the original instrument
as the same appears from the records of the County of Douglas
State of Kansas.
Notary Public.

This Indenture, Made this 15th day of May, A. D. 1927 between

Fred James and Madge James his wife.
of Douglas County, in the State of Kansas, of the first part, and
of Douglas County, in the State of Kansas, of the second part;

Witnesseth, That said part of the first part, in consideration of the sum of
Six Hundred Forty Three and $\frac{80}{100}$ DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, his

heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas, and State of Kansas, to wit:
Lot One (1) in Block Number One Hundred
Fourteen (14) situated in the City of Eudora
County and State aforesaid according to said
plat of City now on file in the Register
of Deeds Office.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, forever;

Provided Always, And these presents are upon this express condition, that whereas said Fred James and Madge James
his wife, have on this day executed and delivered a certain promissory note in writing to said part of the second part, of which the following is a
copy:
Two years after date we or either of us promised to pay to the
order of Mrs. H. Lathbury Six Hundred Forty Three and 80/100
Dollars at the Law Valley State Bank of Eudora with seven per
cent interest from date until maturity and ten per cent
per annum after maturity until paid - Value received,
demand, protest, and notice of non-payment of this note
is waived by both makers and endorser hereof

Fred James Seal
Madge James Seal

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

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

Executed in the presence of

Fred James
Madge James

STATE OF KANSAS,
Douglas County, ss.

L.S.

Be it Remembered, That on this 15th day of May, A. D. 1927 before me
the undersigned, a Notary Public in and for said County and State, came
Fred James and Madge James 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 Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Term of Commission Expires Feb. 21 - 1930 Otto A. Durr
Notary Public.

Recorded - June 15 - 1927 at 2:55 P.M.
L. E. Kellum am Register of Deeds.