

This Indenture Made this 7th day of October A.D. 1884 between Ezekiel L. Cox and Joanna Cox his wife of Douglas County in the State of Kansas of the first part and Charles Lottbold of Douglas County in the State of K of the second part;

Witnesseth That said parties of the first part in consideration of the sum of Five Hundred (\$500) Dollars the receipt of which is hereby acknowledged do by these presents do grant bargain sell and convey unto said party 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 number Four (4) in Block number Two Hundred and six (206) in the City of Eudora according to the plat of said City; To have and to hold the same together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining forever;

Provided Always And these presents are upon this express condition that whereas said Ezekiel Cox and Joanna Cox his wife have this day executed and delivered their certain promissory note in writing to said party of the second part of which the following is a copy.

\$500-

Eudora Kansas October 7th 1884.

Two (2) years after date we promise to pay to the order of Chs. Lottbold five hundred (\$500) Dollars at his place of business in Eudora Kansas value received with interest at nine per cent per annum after date until paid.

Ezekiel Cox

Joanna Cox.

Now if said parties of the first part shall pay or causes 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 fully 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; And said part of the first part further agree upon default of the above covenant and conditions or any or either of them to pay the sum of Fifty Dollars for the mortgagee or his assigns attorney's fees or the foreclosure of this mortgage which sum shall be a lien upon said premises added

The following is endorsed on the original instrument
Eudora Kas May 8th 1885
The within Mortgage is paid in full this day & I hereby
release the same

Charles Lottbold

Recorded May 12th 1885 at 10:45 AM.

Chas. Hornsted
Register of Deeds