

This Indenture, Made this Ninth day of July in the year of our Lord one thousand eight hundred and eighty eight, between John W. Parcells and Elizabeth M. Parcells his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and John F. Weaver of the same place of the second part.

Witnesseth, That that the said parties of the first part in consideration of the sum of One thousand Eight hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to wit: The undivided one fourth (1/4) part or interest in the Eudora Mill property, being Lots Nos Four (4) Five (5) Sixteen (16) and Seventeen (17) all in Block No One hundred and seventy nine (179) in the City of Eudora, with the improvements thereon Except such portion of said lots as has heretofore been conveyed to the Kansas City, Topeka and Western Railway Company subject however to the conditions of an existing Mortgage for five thousand dollars, given by Griffith & Middleston, Jan'y 1st 1885 to D. J. Neill and due five years after date thereof, with the covenants, tenures, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Eight hundred Dollars due & payable in one (1) two years from date June 1st 1885 with interest thereon from date at nine per cent per annum, according to the terms of two certain promissory notes executed and delivered by said John W. Parcells of date June 1st 1885 to the said party of the second part; and this conveyance shall be void if such payment be made as in said notes and in this instrument specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon in default whereof said party of the second part may pay such taxes

The following is inclosed on the original instrument
This Mortgage is hereby discharged of record. the debt
having been fully satisfied
John F. Weaver
Witness
Wt. Griffith & Middleston 29th July 1888