

This Indenture, Made this 27th day of January A. D. 1898, between
Chas. W. Breithaupt and Mary his wife
of Douglas County, in the State of Kansas of the first part, and
Charles Lothholz
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
Fourteen hundred and Ninety four AND 16 ¹⁰⁰ DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party 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 South half of the South west quarter of
Section Five (5) Township Fourteen (14) Range Twenty one 21
80 Acres more or less

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 Chas. W.
Breithaupt and Mary 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:

\$1494.16 Eudora, Mo. January 27th 1898. Five years after date we promise
to pay to the order of Chas. Lothholz Fourteen hundred Ninety four ¹⁶/₁₀₀ Dols,
with seven per cent interest per annum from date until paid, Value received
interest payable annually, due Jan. 27/1903

CC Clearfield Kans. Chas W Breithaupt
Mary Breithaupt

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

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

Chas W Breithaupt
Mary Breithaupt

STATE OF KANSAS, } SS:
County of Douglas County,

Be it Remembered, That on this 27th day of January A. D. 1898, before me the
undersigned, a Chas. Pilla ^{Said} Notary Public in and for the County and State aforesaid, came
Chas. W. Breithaupt and Mary his wife

S.D.

who to me personally known to me to be the same person who executed the for going
ment of writing, and such person and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official
Seal, the day and year last above written.

Chas. Pilla

Notary Public.

My commission term expires Jan. 16th 1898

Recorded January 31st A. D. 1898, at 2¹⁵ o'clock P. M.

G. B. Norman

Register of Deeds.

*The following is indorsed on the original instrument
\$1494.16 Eudora, Mo. Oct 8 1901 Received of Chas. W. Breithaupt
and wife who within named mortgage the sum of fourteen hundred and 16/100 Dollars
in full satisfaction of the within mortgage
Charles Lothholz
G. B. Norman Register of Deeds
Recorded Oct 8 1901*