

This Indenture, Made this 10th day of April A. D. 1892, between
John F. Weaver and Australia C. his wife,
of Douglas County, in the State of Kansas of the first part, and
Charles Rothholz
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of
Five Thousand AND no DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d 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 north half of section thirty four (34) Township Twelve (12) Range
Twenty one (21) comprising three hundred twenty acres (less Railroad
right of way subject to First Mortgage of Five thousand dollars \$5000.00
held by Northwestern Mutual Life Ins. Co.) Also 7 acres in the north
east corner of the south east quarter of section thirty four (34)
Township Twelve (12) Range Twenty one (21) less 1 acre for school purposes
North of Railroad.

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

John F. Weaver and Australia C. his wife,
have this day executed and delivered a certain promissory note in writing to said part 2d of the second part,
of which the following is a copy: \$5000.00 Eudora Bank 4/10/1892
One year after date we promised to pay to the order of Charles
Rothholz, Five thousand and 00/100 Dollars, at the Kaw Valley State
Bank of Eudora with 7 per cent interest from date till maturity
and 10 per cent per annum after maturity until paid. Value
received.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d of the second part shall be entitled to the possession of
said premises.

In Witness Whereof, The said part 1st of the first part have hereunto set their hand
the day and year first above written.

John F. Weaver
A. C. Weaver

STATE OF KANSAS, } ss:
Douglas County, }

Be it Remembered, That on this 10th day of April A. D. 1892, before me the
undersigned, a Notary Public in and for the County and State aforesaid, came

John F. Weaver and Australia C.

who are personally known to me to be the same person who executed the within instru-
ment of writing, and such person have duly acknowledged the execution of the same.

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

Geo. A. Rothholz Notary Public

Recorded April 11 A. D. 1892, at 11 o'clock A. M.

Term expires Oct. 5 1893

Geo. A. Rothholz Register of Deeds

The following is endorsed on the original instrument
\$5000.00 Eudora Kans. 1/5, 1903. Received of John F. Weaver
the within named mortgage for the sum of five thousand dollars in
full satisfaction of the within mortgage.
Charles Rothholz

Recorded January 5th 1903.
Geo. A. Rothholz Register of Deeds