

This Indenture, Made this 21<sup>st</sup> day of October A. D. 1894, between  
Everetta S. Kraus and Alfred, her husband,  
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 ies of the first part, in consideration of the sum of  
Two hundred fifty six AND 70/100 DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part if of  
the second part, his heirs and assigns, all the following described REAL ESTATE, situated in  
Douglas County, and State of Kansas, to-wit:—

Lot number Seven (7) and fourteen (14) in Block number Two hundred  
five (205) situated in the City of Eudora, County and State  
of Kansas, (except Thirty feet (30) east and Twenty feet north  
in the north west corner of Lot number Seven (7)).

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

Everetta S. Kraus and Alfred her husband  
ha at this day executed and delivered a certain promissory note — in writing to said part if of the second part,  
of which the following is copy:— Eudora, Kans. - Oct. - 22/1902

One year after date we promised to pay to the order of Charles  
Lothholz, Two hundred fifty six and 70/100 at the New Valley State  
Bank of Eudora, with interest at 6 per cent from date till  
maturity and ten per cent per annum after maturity until  
paid, Value received.

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

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

Everetta S. Kraus  
Alfred Kraus

STATE OF KANSAS, } SS:  
Douglas County,

Be it Remembered, That on this 21<sup>st</sup> day of October A. D. 1894, before me the  
undersigned, a Notary Public in and for the County and State aforesaid, came

Everetta S. Kraus and Alfred her husband,

who are personally known to me to be the same person s who executed the within instru-  
ment of writing, and such person s 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. H. Lothholz Notary Public.

Recorded Nov. 1<sup>st</sup> A. D. 1894, at 1<sup>35</sup> o'clock P. M.  
G. H. Mosman, Register of Deeds.

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Register of Deeds

Recorded, Dec. 11-1907

at Eudora, Kas.,

by Geo. H. Lothholz,

Notary Public.