

This Indenture, Made this 1st day of January A. D. 1892, between
John F. Weaver and A. C. Weaver, his wife
 of Douglas County, in the State of Kansas of the first part, and
Mrs Ernestina Winkelmuller
 of Marion County, in the State of Wisconsin of the second part:

Witnesseth, That said part ies 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 if of
 the second part, her 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).

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 A. C. Weaver, his wife,
 have this day executed and delivered a certain promissory note in writing to said part if of the second part,
 of which the following is a copy: Eudora Kan. 1/1/1903.

Five years after date we promised to pay to the order of
Ernestina Winkelmuller, Five Thousand and no Dollars at the
Kan Valley State Bank of Eudora, with interest at 5 per cent.
per annum from date till maturity and 5 per cent. per
annum after maturity until paid. Value received.

John F. Weaver, (Seal)
A. C. Weaver, (Seal)

Now, If said part ies of the first part shall pay or cause to be paid to said part if of the second part, her 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 have hereunto set their hand s
 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 December day of 1892, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

John F. Weaver and A. C. Weaver his wife

who are personally known to me to be the same persons 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. H. Bothwell Notary Public.

Term expires Oct 1 1893

Recorded Jan. 5 A. D. 1892 at 12 o'clock A. M.

G. F. Schman, Register of Deeds.

The following is endorsed on the original instrument.
 Received of William B. Roberts for John F. Weaver
 the within named Mortgage the sum of Five Thousand
 Dollars in full Satisfaction of the within Mortgage.
 By Charles Bothwell, her Attorney in fact.

Recorded Nov 14th 1894.
 C. W. Montgomery,
 Register of Deeds.