

This Indenture, Made this 1st day of January A. D. 1894 between
John F. Weaver and A. C. Weaver, 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
Sixty five hundred seventy three AND 10 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y 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 320 acres. (less Railroad right of way, subject to First
Mortgage held by Mrs. Ernesta Kunkelmüller. Also seven (7) acres
in the north east corner of the south east quarter of section
Thirty four (34) Township Twelve (12) Range Twenty One (21) North
of Railroad. Less One acre for school purposes.

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 y of the second part,
 of which the following is a copy: Eudora Kan. 1/1/94
On or before Five years after date we promised to pay to order of
Charles Lothholz, Sixty five hundred seventy three and 10/100 Dollars,
at the Kaw Valley State Bank of Eudora with 7 per cent
interest from date till maturity and 7 per cent per annum
after maturity until paid. Value received.

John F. Weaver (seal)
A. C. Weaver (seal)

Now, If said parties of the first part shall pay or cause to be paid to said part y 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 y 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 hands
 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 1894 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. Lothholz Notary Public.

Recorded Jan. 5 A. D. 1894, at 10 o'clock A. M.

G. F. Schuman, Register of Deeds.

*The following is endorsed on the original instrument.
 Aug 30th 1904. Received of John F. Weaver, the within named mortgagor.
 the sum of Sixty five hundred seventy three and 10/100 Dollars, in full
 satisfaction of the within Mortgage.
 Mrs. C. Winkelmüller.
 By Charles Lothholz,
 her Attorney in fact.*

*Recorded Aug 30th 1904.
 W. W. Armstrong,
 Register of Deeds.
 (For Acknowledgment see Book 39 Page 618)*

