

This Indenture, Made this 14 day of April A. D. 1894, between
Albert Von Guntew and Elizabeth Von Guntew, 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 ies of the first part, in consideration of the sum of
Two hundred fifty and AND no 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:-

Lots One (1) to and including Twenty (20) in Block eighty six (86)
Lots One (1) to and including Twenty (20) in Block eighty seven (87)
Lots One (1) to and including Twenty (20) in Block one hundred twenty (120)
Also Lots One (1) to and including Twenty (20) in Block one hundred twenty one (121)
in the City of Eudora, County and State, aforesaid.

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
Albert Von Guntew and Elizabeth Von Guntew, his wife,
 ha ve 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 cop y: Eudora Kans. 4/11/94
Two years after date we promised to pay to the order of
Charles Rothholz, two hundred fifty and no Dollars at the
Kaw Valley State Bank of Eudora with 7 per cent interest
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 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 ha ve hereunto set their hand x
 the day and year first above written.

Albert Von Guntew
Elizabeth Von Guntew

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 14 day of April A. D. 1894, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came

Albert Von Guntew and Elizabeth Von Guntew,
his wife,

who are personally known to me to be the same person x 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. Rothholz Notary Public.

Recorded May 4 A. D. 1894 at 9 o'clock P. M.

W. W. Armstrong Register of Deeds.

In consideration of full pay-
 ment of the within mortgage
 I hereby release the same this
 16 day of March 1906.
Charles Rothholz

Arthur C. W. Armstrong
 Register of Deeds.