

This Indenture, Made this 15th day of June A. D. 1897, between
Eddy Westerhouse and Kate M. Westerhouse, his wife
 of Douglas County, in the State of Kansas of the first part, and
Joshua Weston
 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
Three Hundred and twenty four AND 50 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2^d 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 South West Quarter of the South West
Quarter Section Twenty eight Township
No. Thirteen Range No. Twenty one.

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 Eddy
Westerhouse and Kate M. Westerhouse, his wife
 have on this day executed and delivered a certain promissory note in writing to said part 2^d of the second part,
 of which the following is a copy: \$724. - Eudora Kan June 15, 1897.
On or before 2 years after date here promise
to pay to the order of Joshua Weston
Three Hundred Twenty four 00 Dollars at
6% interest per annum payable annually.

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

Eddy Westerhouse,
Kate M. Westerhouse,

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 15th day of June A. D. 1897, before me the
 undersigned, a Charles Pella in and for the County and State aforesaid, came
Eddy Westerhouse and Kate M. Westerhouse, his wife,

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

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

Chas. Pella Notary Public.

Recorded June 17 A. D. 1897, at 2⁰⁰ o'clock P. M.

Chas. Pella
By Elie O. Enshing, Dep. Register of Deeds.

Recorded July 28 1912 (The following is endorsed on the original instrument.)
 Eddy 27 1912
 Received Eddy Westerhouse and wife the within named
 mortgage the sum of Three Hundred Twenty four and no/100
 Dollars in full satisfaction of the within mortgage
 Joshua Weston.