

This Indenture made this 2^d day of January A. D. 1883 between Lewis M. Weary and Mary Weary his wife of Douglas County in the State of Kansas of the first part and Charles Warr 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 Two hundred (200) Dollars the receipt of which is hereby acknowledged do by these presents grant bargain sell and convey unto said party of the second part his heirs and assigns all the following described Real Estate situated in the County of Douglas and State of Kansas to wit

Blocks sixty nine (69) and seventy (70) in the City of Eudora according to the plat of said city on file in the office of Register of Deeds of said county

To Have and to hold the same Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining forever

Provided always and these presents are upon this express condition that whereas said Lewis M. Weary and his wife have this day executed and delivered their certain promissory note in writing to said party of the second part of which the following is a copy Eudora Kansas Jan'y 2^d 1883 On or before the first day January 1885 for value received we promise to pay Charles Warr or order the

sum of Two hundred dollars at his place of business in the City of Eudora Kas. with interest at 10 per cent from date

Witness to mark signed Lewis M. Weary
Henry Wittles T. L. Warling Mary ^{her} X Weary _{marks}

Now If said parties of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises And said part of the first part further agree upon default of the

The following is indorsed on the original instrument
Eudora January 1885
Payment on the within mortgaged property received in full
Chas. Warr

Recorded March 14th 1885 - 12 o'clock P.M.

Alfred Hornold
Register of Deeds