

This Indenture, Made this first day of November in the year of our Lord one thousand eight hundred and eighty-four between John F. Weaver and Australia C. Weaver his wife (being of lawful age) of the County of Douglas and State of Kansas of the first part, and Edward Russell of Lawrence Kansas of the second part:

Witnesseth, That the parties of the first part, in consideration of the sum of Fifteen Hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows to wit:

The North west quarter: The west half of the north east quarter: The north east quarter of the north east quarter Also that part of the south east quarter of the north east quarter now lying north of the present right of way of the Kansas City Topeka and Western Railroad being thirty one acres more or less and that portion of the north west quarter of the south east quarter (being about seven acres) lying north of said rail-road right of way all said land being in Section Thirty-four (34) of Township Twelve (12) of Range Twenty One (21) subject to mortgage to Henry Gay upon a part of said lands with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will Warrant and Defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part to wit: Note No. 1, for Fifteen Hundred Dollars due November 1st 1889 all dated November 1st 1884 payable to Edward Russell or order, at the Merchants Bank of Lawrence Kans. with New York Exchs with interest payable semi annually on the first days of May and November in each year, according to coupons attached to said note The parties of the first part further agree that they

(Witnessed see Book 37 page 65)

(Assigned see Book 37 page 382)