

Articles of Agreement made and Entered into this seventh day of August One thousand Eight Hundred and fifty seven between D<sup>r</sup> James Leiby of the City of Lawrence, <sup>Sentry of Kansas</sup> party of the first part and Elvitz Pinner of the same place party of the second part, Witnesseth, that: Whereas Elvitz Pinner aforesaid is justly indebted to D<sup>r</sup> James Leiby in the sum of Fifteen Hundred and sixty Dollars for which amount said Elvitz Pinner has this day executed and assigned a promissory note payable to the order of D<sup>r</sup> James Leiby three months after the date thereof and Whereas Elvitz Pinner aforesaid, to secure a certain note for Twelve Hundred Dollars with interest therein specified dated May 7<sup>th</sup> last and payable to the order of D<sup>r</sup> James Leiby three months after the date thereof had on said May 7<sup>th</sup> last executed, signed and delivered unto to said D<sup>r</sup> James Leiby a quit claim deed for the following described lands viz Lots Number (50) fifty and fifty nine (59) on Massachusetts Street and lot Number (35) thirty five on New Hampshire Street all of these lots being situated in City of Lawrence Kansas Territory and: Whereas said note for twelve Hundred Dollars with interest having been duly paid by said Elvitz Pinner at maturity and said note received, and returned to said Elvitz Pinner now this is to certify, that: said Elvitz Pinner agrees to leave said three lots aforesaid in the possession of said D<sup>r</sup> James Leiby as collateral to secure the payment of the note for Fifteen Hundred and sixty Dollars aforesaid, and said D<sup>r</sup> James Leiby hereby gives and pledges himself as well as his heirs assigns or administrators to reconvey said three lots above mentioned to said Elvitz Pinner his heirs and assigns or administrators, whenever said note for Fifteen Hundred and sixty Dollars is fully paid and it is further agreed upon by both parties that the reconveyance of said three lots by said D<sup>r</sup> James Leiby his heirs or assigns or administrators to said Elvitz Pinner his heirs assigns or administrators is to be free of charge, and that in case said note for Fifteen Hundred and sixty Dollars should before or after it become due be extended for any length of time hereafter to be specified that then said three lots shall serve as collateral to secure the ultimate payment of said note with the interest therein specified herein and returned in presence of <sup>3</sup> <sub>James Leiby</sub> <sub>Elvitz Pinner</sub> <sub>Great Seal</sub>

*J. Leiby*  
 Recd for recd cheque \$1807. at 2 o'clock P.M. *Elvitz Pinner*