

these presents are upon this express condition that whereas said Joseph S. Stewart has this day executed and delivered his certain promissory note in writing to said party of the second part of which the following is a copy.

Lawrence Kansas, June 2^d, 1851

For value received I promise to pay to Thornton Burns or have the sum of six hundred dollars in two equal payments with interest annually on the whole sum, at the rate of nine per cent per annum the payment of principal to be made as follows, Three hundred dollars and interest then due in three years from the date hereof and the balance of three hundred dollars + interest due in four years from the date hereof. Payment hereof secured by a mortgage or real estate the interest to be paid annually. Now if said party 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 or 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.

In Witness Whereof the said parties of the first part have hereunto set their hand the day and year first above written.

Joseph S. Stewart
Elizabeth S. Stewart
made

State of Kansas, Douglas County, ss.

Be it remembered that on this second day of June A.D. 1851 before me undersigned a Notary Public in and for the County and State aforesaid came Joseph S. Stewart and Elizabeth Stewart his wife who are personally known to me to be the same persons who executed the within instrument of writing and such person each 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.

Chas Chadwick

Notary Public.

L. E.

Convey Sept 10. 1853.

Douglas County

Recorded June 3^d 1851 at 12³⁰ O'clock P.M.

Attest

Register of Deeds.