

This Indenture made this 27 day of October 1851 between John Spear, a widower of Douglas County in the State of Kansas of the first part and J. P. & C. M. Bucken of the State of Ohio of the second part:

Witnesseth that the said party of the first part in consideration of the sum of Fifty thousand Dollars the receipt of which is hereby acknowledged by them presents grant bargain sell and convey unto the said parties of the second part their heirs and assigns all the following described real estate situated in the county of Douglas and State of Kansas to wit: Commencing at a point two hundred and twenty five (225) feet north of the North east corner of Quincy and Maryland Streets in the City of Lawrence: thence North one hundred and fifty feet: thence East one hundred and seventeen (117) feet: thence South one hundred and fifty feet: thence West to the point of beginning being in and a part of Lot number One (1) in Section Thirty one (31) in Township Twelve (12) South of Range Twenty (20) East of the Sixth principal Meridian.

Do have and to hold the same, Together with all and singular the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining forever: and said party of the first part hereby covenants that he is this day the owner of said premises; that the same are free from all encumbrance and that he will warrant and defend the same to the grantee their heirs and assigns forever: Provided always and these presents are upon this express condition that whereas said party of the first part has this day executed and delivered seven promissory notes in writing to said parties of the second part payable at The Banking House of John L. Knox & Co. of Kansas bearing date Oct. 27, 1851, one principal note for \$5000 due in five years after date and ten interest notes for \$500 each one due in six months after date and one coming due at the end of each succeeding six months thereafter up to the maturity of the principal note; and all said notes bear 12 per cent. interest after due until paid.

Now if said party of the first part shall pay or causes to be paid to said parties of the second part their heirs and assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of the same and shall pay all taxes and assessments which are or may be levied and assessed against said premises or any part thereof and shall pay the premiums for the amount of insurance hereinafter specified and shall keep the buildings and fences on said premises in good repair and refrain from cutting and removing wood and timber from said premises and from the commission of other waste then these presents shall be void and otherwise shall remain in full force and effect. But if any of said notes or any part thereof or any interest thereon is not paid when