

Know all Men by these Presents, That Frederick H. Apitz in his own right and Mary Eliza Apitz in her own right and also jointly as husband and wife of Douglas County and State of Kansas party of the first part in consideration of the sum of Seventy five Hundred Dollars in hand paid by the Lombard Investment Company party of the second part do hereby sell and convey unto the said Lombard Investment Company the following described premises situated in the County of Douglas and State of Kansas, to wit:

Lot No. Fifty nine (59) and the North one third of Lot No. Sixty one (61) on Kentucky Street in the original City of Lawrence Kansas according to the recorded plat thereof with all improvements & appurtenances thereunto belonging also the South half of Section No. Twenty three (23) and the North half of the North West Quarter of Section No. Twenty six (26) in Township No. Fourteen (4) South Range No. Seventeen (17) East of the 6th P.M. containing in all Four Hundred acres by Government Survey. To have and to hold the premises above described with the appurtenances thereunto belonging to said Lombard Investment Company and to his successors and assigns forever. And the said party of the first part covenants with the said party of the second part as follows:

First That they have good right to sell and convey said premises.

Second. - That the said premises are free from encumbrances.

Third. - That they will warrant and defend the title against the lawful claims of all persons.

Fourth. - That they do hereby release all rights of dower in and to said premises and relinquish and convey all their rights of homestead therein.

Fifth. That they will pay to said second party or order at the office of the Lombard Investment Company in Kansas City Mo. Seventy five Hundred Dollars on the first day of October A.D. 1890 with interest thereon from date until paid at the rate of six per cent per annum payable semi-annually on the first days of April and October in each year. And in accordance with the one promissory note of the said mortgagors with coupons attached of even date herewith.

Sixth. In case of default of payment of any sum herein covenanted to be paid for the period of thirty days