

situate in the Township of Marion County of Douglas
and State of Kansas, to wit:

The North West Quarter of
Section No Fourteen (14) in Township No Fifteen (15) South
of Range No. Seventeen (17) East of ^{the} Principal Meridian
and containing One hundred and Sixty acres of land
more or less.

To have and to hold the same, with all and singular
the hereditaments and appurtenances thereto
belonging, unto the party of the second part and to
her heirs and assigns, forever. And the said John
W. Fishburn doth hereby covenant and agree, that at
the delivery hereof he is the lawful owner of the
premises above granted, and seized of a good and
indefeasible estate of inheritance therein, free and clear
of all incumbrances, and that he will warrant and
Defend the same in the quiet and peaceable posses-
sion of said party of the second part, her heirs
and assigns forever, against all persons lawfully
claiming the same.

Provided always, And these presents are upon this
express condition, that whereas, the said John W.
Fishburn is justly indebted unto the said Caroline
Levy in the principal sum of Five hundred Dollars,
lawful money of the United States of America,
being for a loan thereof on the day and date
hereof, made by the said Caroline Levy to the said
John W. Fishburn and secured to be paid by the
certain promissory note of the said John W. Fishburn
bearing even date herewith, payable to the order of
the said Caroline Levy in three (3) years from the
date thereof, at The National Bank in the City of
Lawrence and State of Kansas, with interest after
maturity, at the rate of twelve per cent. per annum
until the said principal sum is fully paid.

The interest on said note from date is to be
paid semi-annually, on the Twenty-sixth day of
April and of October in each and every year, and
is specified by six (6) interest notes or coupons of
even date herewith, attached to said note and pay-
able at The National Bank in the City of Lawrence
Kansas and in and by said promissory note

The following is made and acknowledged before me this 1st day of April A.D. 1869
I, Major S. C. of the U.S. Cavalry, whose name is fully acknowledged and subscribed above,
do solemnly declare and bind myself and my family to the payment of the sum of One hundred and Sixty
acres of land in the North West Quarter of Section No. Fourteen (14) in Township No. Fifteen (15) South
of Range No. Seventeen (17) East of the Principal Meridian, in the State of Kansas, to the said John W.
Fishburn, for the sum of Five hundred Dollars (\$500.00), to be paid in three (3) years from the date
hereof, at the National Bank in the City of Lawrence, Kansas, with interest after maturity, at the rate of
twelve per cent. per annum until the said principal sum is fully paid.

Caroline Levy
2 March 1869

Recorded April 2d 1869
John W. Fishburn