

B. J. Hahn

Register of Deeds.

This Indenture, Made the second day of August in the year of our Lord one thousand eight hundred and eighty six, by and between Louisa A. B. Steele and Lewis S. Steele her husband of the County of Douglas and State of Kansas, party of the first part, and the National Loan and Trust Company, of Topeka Kansas, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five Hundred Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its representatives or assigns forever, all of the following described tract, piece or parcel of land lying and situate in the County of Douglas and State of Kansas to-wit:

Lots numbered Twenty (20) and Twenty one (21) in Steele's subdivision of block eight (8) in Earle addition to the city of Lawrence, as shown by the recorded plat thereof.

To Have and to Hold the same with all and singular the emblements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its representatives, or assigns forever. And the said party of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its representatives or assigns forever, against the lawful claims of all persons whomsoever.

Provided Always, And this instrument is made, executed and delivered upon the following express conditions, to-wit:

First, said party of the first part are jointly indebted unto the said party of the second part in the principal sum of Five Hundred Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said party of the first part, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, dated the 2nd day of August A.D. 1886 numbered 4353 executed and delivered by the said party of the first part, and pay-

[For assignment see Book 123 Page 494]