

The following is understood and agreed in testimony whereof these presents, that John L. Stewart of Douglas County, State of Kansas, the within named mortgagee, in consideration of the sum of Three hundred and fifty dollars, have paid the receipt whereof is hereby acknowledged. Now hereby sell, assign, bargain and convey unto A. Stewart his heirs or assigns the within mortgage and the real estate conveyed and the promissory note debt claims thereby secured, covenants, conditions, and terms, to hold the same, never subject nevertheless to the conditions therein named. In witness whereof, the said parties of the first part, have hereunto set their hands and seals, at the City of Eudora, Kansas, this 9th day of August, 1887.

This Indenture, Made this 9th day of August A.D., 1887, between Henry Copp and Eliza Copp his wife of Douglas County, in the State of Kansas of the first part, and John L. Kilworth of Douglas County in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of Three Hundred and Fifty dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in Douglas County and State of Kansas to wit:

All lots in Blocks number Sixty seven (67) and Sixty eight (68) and the South half of block number Sixty Six (66) in the City of Eudora according to the plat of said City.

To Have and to Hold the same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise ^{appertaining} ~~for~~ ^{forever};

Provided, Always, And these presents are upon this express condition, that whereas said Henry Copp and Copp his wife have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy:

§ 350 Eudora Kansas August 9th 1887

One year after date for value received we promise to pay John L. Kilworth or his order Three Hundred and fifty dollars at A. S. Clarke's Office Lawrence Kansas with interest at the rate of 12 per cent per annum after date until paid.

Henry Copp

Eliza Copp

Thomas Rayson

Now, if said parties of the first part shall pay or cause to be paid, to said parties of the second part, their 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