

This Indenture, Made this first day of May, in the year of our Lord, one thousand eight hundred and eighty eight between J. B. Barnham and Rachel A. Barnham, his wife, of Topeka, Kansas of the first part and W. C. Beardsley, of Auburn, New York, of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Eight Hundred Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold & conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described piece and parcel of land lying and situate in the City of Lawrence County of Douglas and State of Kansas, to-wit: The South half of Lot No. Seventy-four (74) on Massachusetts Street Topeka and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, unto the party of the second part and to his heirs and assigns forever. And the said Parties 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, his 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 Parties of the first part are justly indebted unto the said W. C. Beardsley, in the principal sum of Eight 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 W. C. Beardsley, to the said Parties of the first part & secured to be paid by the certain promissory note of the said Parties of the first part bearing even date herewith, payable to the order of said W. C. Beardsley, in three (3) years from the date thereof, at his office in the City of Auburn, and State of New York, with interest after maturity, or default in payment of interest, at the rate of twelve per cent. per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default is to be paid semi-annually, on the 1st day of May and of November in each and every year, and is specified by interest notes or coupons of even date herewith, attached to the said note and payable at said office of W. C. Beardsley, in the City of Auburn, New York, and in and by said promissory note it is

To Auburn, New York, 25 May 1888