

Witnesseth, That the said party of the first part, for and in consideration of the sum of Two Hundred Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has Granted Bargained & Sold, and by these presents does Grant, Bargain, Sell, Convey & Confirm unto the said party of the second part, and its successors and assigns forever, all the following described tract, piece, or parcel of land lying and situate in the County of Douglas & State of Kansas to-wit: The North East Quarter of the North East Quarter of Section Twenty Four 24 Township Fourteen 14 Range Twenty 20 West of the Sixth P.M. and containing Forty 40 acres more or less.

To have and to hold the same, with all and singular the hereditaments and appurtenances therunto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, its successors and assigns forever. And the said party of the first part does 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 possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

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

First, The said party of the first part is justly indebted unto the said party of the second part in the principal sum of Two 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 one certain Real Estate Mortgage Bond numbered 1306 &c., executed and delivered by the said party of the first part bearing date August 11 1895 and payable to the order of said party of the second part the first day of August A.D. 1893 at the Third National Bank in the City of New York, with interest thereon, if paid at maturity, at the rate of seven per cent. per annum, payable semi-annually on the first days of August and February in each year, and twelve per cent. per annum, after maturity, the installments of interest being further evidenced by ten coupons

(Rebulet See Book 39 Page 246)