

This Indenture Made this sixth day of August 1880 by and between William Smith and Mary E. Smith his wife of the County of Jackson and State of Missouri of the first part, and William R. Lewis, John M. Rogers and Nellie J. Copley of the County of Jackson and State of Missouri of the second part.

Witnesseth: That said parties of the first part, in consideration of the sum of Two Thousand Dollars, the receipt of which is hereby acknowledged, and of the debt hereinafter mentioned, do by these presents Grant, Bargain, Sell and Convey unto the said parties of the second part, their heirs and assigns, all of the following described Real Estate, situated in the County of Douglas and State of Kansas to-wit: Lots A, B, C, D, and E of Block One (1) of University Place and Addition to the City of Lawrence as the same are designated on the recorded plat of said Addition in the office of the Register of Deeds of Douglas County, Kansas and the said William Smith and Mary E. Smith 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 the said parties of the second part, their heirs and assigns forever, against all persons claiming the same.

To Have and to Hold the same, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever, upon this express condition, to-wit: That whereas the said William Smith and Mary E. Smith have this day executed and delivered One certain Principal Bond to said parties of the second part of even date herewith for the sum of Two Thousand Dollars with seven per cent annual interest due five years after date and five interest notes or coupons for One Hundred and Forty Dollars each due respectively in one two three four and five years after date.

All the above are given for part of the purchase money of the above described property and it is expressly agreed that under the law of the State of Kansas all the above obligations are to draw twelve per cent interest from maturity if not paid.

Now if said parties of the first part, their executors, administrators or assigns shall pay or cause to be paid to said parties of the second part, their executors, administrators or assigns said sum of money in the above described notes mentioned, together with the interest thereon, according to the tenor and