

This Indenture, made this sixteenth day of July A.D. 1888 between Christopher C. James and Matilda T. James his wife of Grand township in the County of Douglas and State of Kansas parties of the first part and Mrs Lucy Irwin and Dana Pearson both of the State of Massachusetts of the second part. Witnesseth: That the said parties of the first part in consideration of the sum of Four thousand Dollars to them paid, the receipt of which is hereby acknowledged, 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 22nd, 21st, 20th, 19th and 18th of Section 17th Thirty threerd in Township 12th South of Range 20th East of the 6th principal Meridian containing according to the Government survey, 87 1/2 acres be the same more or less. To have and to hold the same together with all and singular the emblements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawfully seized in their own right of an Estate in fee simple of and in all and singular the above described premises with the appurtenances; that said premises are free and clear of all encumbrances whatsoever; that they will forever warrant and defend the title to said premises unto the said parties of the second part, their heirs & assigns against the claims and demands of all persons whomsoever. Provided Always, And this instrument is made, executed and delivered upon the following conditions, to wit: The said Christopher C. James to secure the payment of the sum of Four thousand Dollars, has this day executed and delivered two series of promissory notes, each consisting of five notes, numbered from One to five inclusive, and payable on or before two, three, four, five and six years after date thereof and each note being for the sum of Four hundred dollars, with interest thereon payable semi-annually, on the first days of January and July of each year, at the rate of Six percent per annum according to interest coupons attached to said notes. One series of said notes being made payable to said Mrs Lucy Irwin and the other series made payable to said Dana Pearson both principal and interest of said notes being payable at the National Bank of Lawrence, Kansas with Exchange on New York City, and to immediately become due, at the option of the legal holder thereof, without notice, upon default in the payment of any interest or any part thereof.

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