

This indenture, Made the First day of October in the year of our Lord one thousand eight hundred and eighty eight by and between C. B. Burey, and Frances Burey his wife of the County of Shawnee and State of Kansas, parties of the first part, and J. M. Strickler, Cashier party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three hundred and Fifty Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained, and Sold, and by this presents do Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, or parcel of land lying and situate in the County of Douglas and State of Kansas, to wit:

The South East quarter of the South East quarter, Sec. 4 of T. 24 N. Section number Twenty two Township number Twelve (2) South of Range number nineteen (19) East of the 6th R. M. containing in all Forty (40) acres, more or less, according to the U. S. Govt Survey.

To Have and to Hold the same, with all and singular the emblements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said 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 owner of the premises above granted, and seized of a good and undisturbed 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 the lawful claims of all persons whomsoever.

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

First: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Three hundred and Fifty 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 a certain Trust Mortgage Real Estate Note, dated the first day of October A.D. 1888, numbered 522 executed and delivered by the said parties of the first part, payable to the order of the said party of second part three years after date, at the office of the Investment Banking Company, in Topeka, Kansas, with exchange on New York, with interest thereon from date until maturity, at the rate of eight per cent. per annum, payable semi-annually on the first days of April and October in each year, the installments of interest being further evidenced by six coupons attached to said

The Charles C. Rogers, Jr. Co. is the assignee of the above described premises.