

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and eighty eight by and between Joseph P. Studebaker and Lucinda Studebaker Husband and Wife of the County of Franklin and State of Kansas, parties of the first part, and The Connecticut Mutual Life Insurance Company, of Hartford, Connecticut, party of the second part - Witnesseth: That the said parties of the first part, for and in

consideration of the sum of Thirteen Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has Granted, Bargained and Sold, and by these presents doth Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to its
successors and assigns forever, all of the following-described land, lying and
situate in Marion Township, County of Douglas and State of Kansas, to wit:
The South half of the South West Quarter ($\frac{1}{4}$) Section Five (5) Township
Fifteen (15) Range Eighteen (18) and the North Quarter ($\frac{1}{4}$) of North West
Quarter ($\frac{1}{4}$) of Section Ten (10) Township Fifteen (15) Range Eighteen (18)
Containing 120 acres more or less

to have and to hold the same, with all and singular the hereditaments
and appurtenances therunto belonging or in anywise appertaining, and
all rights of homestead exemption, unto the said party of the second part
and to its successors and assigns forever. And the said parties of the first part
doe 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, 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. Said Joseph A. Studebaker & Lucinda his wife jointly indebted unto the said party of the second part in the principal sum of Thirteen 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 Joseph A. & Lucinda Studebaker and payable according to the tenor and effect of their certain First Mortgage Real Estate Note, executed and delivered by the said Joseph A. and Lucinda Studebaker bearing date November 1st 1888 and payable to the order of the said Connecticut Mutual Life Insurance Company of Hartford, Connecticut, five years after date, at its office in Hartford, Connecticut with interest thereon from date until maturity at the rate of six per cent per annum payable semi-annually on the first days of November and May in each year, and twelve per cent per annum after maturity, the installments of interest being further evidenced by Ten coupons attached to said principal.