

This Indenture, Made this sixth day of March in the year of our Lord, one thousand eight hundred and eighty-nine between Mary Jane Eidenmiller and A. E. Eidenmiller, her husband, of Lawrence, Douglas County, Kansas, of the first part and Prof. W^m. S. Peters, of University of Virginia of the second part: Witnesseth, that the said parties of the first part, for and in consideration of the sum of Two Thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby conferred and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described pieces and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit: Lots Nos One Hundred and Twenty-one (121) and One Hundred and Twenty-three (123) on Tennessee Street, in the City of Lawrence, being the homestead of the parties of the first part To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, unto the 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, save mtg. of \$500. to W^m. S. Peters Esq, on which \$500. remains due 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 all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Parties of the first part are justly indebted unto the said Prof. W^m. S. Peters in the principal sum of Two Thousand Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Prof. W^m. S. Peters to the said Parties of the first part, and secured to be paid by the certain promissory note of the said Parties of the first part bearing even date herewith, payable to the order of the said Prof. W^m. S. Peters on July 1, 1892 years from the date thereof, at office of Jas. W. S. Peters, Kansas City, Mo. with interest after maturity, or default in payment of interest, at the rate of twelve per cent per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default is to be paid semi annually, on the 1st day of January and of July in each and every year, and is specified by seven interest notes or coupons of even date herewith, attached to the said note and payable at said office of Jas. W. S. Peters,