

This Indenture Made this Second day of April 1857 by and between Henry Fuel and Harriet Fuel his wife of the County of Douglas and State of Kansas of the first part and The Wm. W. Kendall Boot and Shoe Company (a corporation) 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 One 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 party of the second part its heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas to-wit: Lots One Hundred and Five (105) and One Hundred and Seven (107) in Block Forty (40) on Louisiana Street in the City of Lawrence in said County of Douglas and State of Kansas in that part of the City known as West Lawrence and the said Henry Fuel and Harriet Fuel do hereby covenant and agree that at the delivery hereof they were 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 party of the second part, its 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 thereunto belonging, or in anywise appertaining forever, upon this express condition, to-wit: That whereas the said Henry Fuel has this day executed and delivered one certain promissory note to said party of the second part in words and figures as follows, viz:

Kansas City Mo April Second 1857

One day after date I promise to pay to the order of Wm. W. Kendall Boot and Shoe Company (Incorporated) One Thousand Dollars, at the office of Wm. W. Kendall Boot and Shoe Company with interest at 10 per cent interest per annum from date until paid payable annually. Value received and if interest is not paid annually then interest to bear interest at the same rate. The above promissory note being the same note mentioned and described in a Chattel Mortgage given by said Henry Fuel to the said Wm. W. Kendall Boot and Shoe Company on his stock of goods of even date herewith.

Now, if said parties of the first part their executors, administrators or assigns, shall pay or cause to be paid to said party of the second part its executors, administrators or assigns, said sum of money in the above described note mentioned, together with interest thereon, according to the tenor and effect thereof; and shall keep the buildings erected and