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 For and in consideration of One Thousand Dollars in hand paid in full by the said parties of the first part, to the said parties of the second part, the receipt whereof is hereby acknowledged. The National Loan and Trust Company, of Topeka, Kansas, the parties of the first part, and the said parties of the second part, have agreed to the following conditions, to wit:

This Indenture, Made the First day of April in the year of our Lord one thousand eight hundred and eighty nine, by and between Oliver W. Bidwell and Ella R. Bidwell his wife of the County of Shawnee and State of Kansas, parties of the first part, and The National Loan and Trust Company, of Topeka, Kansas, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Thousand and no 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 these presents do grant, bargain, sell, convey, and confirm unto the said party of the second part, its representatives or 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: Beginning Forty four (44) rods East of the Southwest corner of North west quarter of Section Twenty nine (29) in Township Twelve (12) South of Range Twenty (20) East of the 6th P. M. Thence North Twenty (20) Rods Thence East Eighteen (18) Rods Thence South Twenty (20) Rods Thence West Sixteen (16) Rods to the place of beginning. In addition No Eight (8) in that part of the City of Lawrence formerly North Lawrence

To Have and to hold the same, With all and singular the emblements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and all rights of honest redemption, unto the said party of the second part, and to its representatives or 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; and that they will warrant and defend the title and possession thereof in said party of the second part, its representatives or assigns forever, against the lawful claims of all persons whomsoever;

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

That the said parties of the first part are justly indebted unto the said party of the second part in the principal sum of One Thousand and no 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 parties of the first part, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, dated the 1st day of April A.D. 1889, numbered 5649, executed and delivered by the said parties of the first part, and payable to the order of the said party of the second part, Five years after date, at the office of The National Loan and Trust Company, of Topeka, Kansas, with a branch in New York, with interest thereon from date of maturity at the rate of Eight per cent per annum, payable semi-

See Book 200 p. 179