

This Indenture, Made this first day of February in the year of our Lord one thousand eight hundred and eighty nine by and between George Lewis and Lillian R. Lewis his wife of the County of Douglas and State of Kansas parties of the first part, and St. C. Rowman party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey, unto the said party of the second part his heirs and assigns all of the following described real estate, situate in County of Douglas and State of Kansas, to wit: Lot No. Forty one (41) on New Hampshire St. City of Lawrence

To Have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise 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 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, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following covenants and conditions, to wit:

First: That said parties of the first part are justly indebted to the said second party in the sum of Four Thousand Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum of four said, and payable on the first day of February 1894, to the order of said second party, with interest thereon at the rate of six per cent. per annum, payable semi-annually on the first days of February and August in each year, according to the terms of interest notes thereunto attached; both principal and interest being payable at Bank of Boston Safe Deposit and Trust Company, Boston, Mass., and all said notes bearing twelve per cent. interest after maturity.

Second: The parties of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt they will keep all fences, buildings, and other improvements on said real estate in as good repair as they are at the date hereof, and permit no waste of any kind on said premises.

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