

This Indenture, Made this 10<sup>th</sup> day of May 1859 by and between P. W. Wallace and Martha Ann Wallace his wife of the County of Douglas and State of Kansas of the First Part and Mrs Ida A. Williams of the County of Douglas and State of Kansas of the Second Part:

Witnesseth That said party of the First Part, in consideration of the sum of Four Hundred and Ninety Seven and  $\frac{7}{10}$  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, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas to-wit: Lots (No 3) Three Four  $\frac{1}{4}$  and Five  $\frac{1}{2}$  in the South East quarter of sec 3 in Township 12 of Range 191 per Government Survey Subject to a prior incumbrance of One Thousand Dollars.

To have and to hold the same together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, upon this express condition, to-wit: That Whereas, P. W. Wallace and Martha Ann Wallace his wife have this day executed and delivered one certain promissory note to said party of the Second Part, in words and figures as follows, viz: Two and  $\frac{1}{2}$  years after date hereof for value received he promises to pay to the order of Ida A. Williams the principal sum of Four hundred and Ninety Seven Dollars, lawful money of the United States of America with interest thereon at the rate of seven percent per annum, until due payable annually on the 10<sup>th</sup> day of October in each year according to the tenor of three coupons for \$47  $\frac{7}{10}$ , \$14  $\frac{7}{10}$  and \$150  $\frac{7}{10}$  dollars, each bearing even date herewith, hereto attached, both principal and interest payable at Lawrence Kansas. And if default be made in the payment of any part of said money either principal or interest when the same becomes due and payable, then all of said principal and interest shall at the option of the legal holder or holders thereof, become at once due and payable without notice. All homestead exceptions and Stay laws are hereby expressly waived. It is further agreed and declared that this note and the coupons hereto attached are made and executed under and are in all respects to be governed and construed by the laws of the State of Kansas and are given for an actual loan of Four hundred and Ninety Seven dollars. This note and these coupons are to draw no interest per annum after maturity and are secured by a Mortgage of undated herein with on real estate.

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 her executors, administrators or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the tenor and effect thereof; and shall keep the buildings erected and to be erected upon the premises above conveyed, insured against loss or damage by fire in the sum