

The following is endorsed on the foregoing agreement:
 Received of C. A. Wenger the sum of Four Hundred and No. Dollars
 in consideration whereof I hereby acknowledge full satisfaction of the
 within Mortgage and release the with described premises from the
 lien thereof
 D. H. Henley
 Recorded July 13 1910
 Lloyd K. Lawrence
 Register of Deeds.

This Indenture, Made this third day of June 1897 by and between Clara M. McBride and Jessie McBride her Daughters, Only heirs of James G. McBride deceased of the County of Douglas and State of Kansas of the First Part and D. H. Henley of the County of Henry and State of Indiana of the Second Part:

Witnesseth, That said parties of the First Part, in consideration of the sum of Four hundred and... 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 his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas to-wit: The South Forty (40) feet of Lot Number Seventeen (17) Block Number Five (5) of the first addition to Lawrence, Kansas. 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 these express condition to-wit: That, whereas Clara M. McBride and Jessie McBride have this day executed and delivered one certain promissory note to said party of the Second Part, in words and figures as follows, to-wit:

Three years after the date hereof for value received we promise to pay to the order of D. H. Henley the principal sum of Four hundred dollars lawful money of the United States of America with interest thereon at the rate of Nine percent per annum until due, payable semi annually on the 3^d days of December and June in each year, according to the tenor of six interest coupons for Eighteen 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 hereof, become at once due and payable without notice. All homestead exemption 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 Dollars. This note and these coupons to draw 10% interest per annum after maturity, and are secured by a mortgage of even date herewith, 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 his 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 of not less than Three hundred Dollars by such insurance company or companies as shall be approved by said party of the Second Part (and in default of said insurance the said party of the Second Part may effect such insurance, and the premium paid for