

This Indenture Made this First day of July in the year of our Lord one thousand eight hundred and eighty nine

Witnesseth that David Kennedy and Elizabeth Kennedy, husband and wife of the County of Douglas and State of Kansas party of the first part for and in consideration of One Thousand Dollars, conveys and Warrants to Paul R. Brooks Guardian of the Estate of Abbie S. Mills and Austin R. Mills minor heirs of Austin R. Mills deceased party of the second part, his heirs and assigns, the real estate hereinafter described situate in the county of Douglas and State of Kansas, to wit: The South West quarter of Section number Thirty One (31) Township number Fourteen (14) Range number Twenty one (21) East of the 4th T. M. and containing One hundred and Sixty (160) Acres more or less.

To secure the said party of the second part for an actual loan of money made to the said David Kennedy and Elizabeth Kennedy as evidenced by a certain Bond the sum of One Thousand Dollars, given date herewith, in and by which said bond the party of the first part promises to pay to the order of Paul R. Brooks Guardian of the Estate of Abbie S. Mills and Austin R. Mills Minor heirs of Austin R. Mills deceased in lawful money of the United States of America the principal sum of One Thousand Dollars Five years after date thereof, with interest thereon at the rate of Eight per centum per annum, interest payable semi-annually, according to and upon presentation of interest coupons or therefor the receipts attached, both principal and interest being payable at the Watkins National Bank of Lawrence Kansas Also providing that in case any interest on any of said sums shall remain unpaid for ten days after the same becomes due, then the entire sums covered by said bond and secured by this Mortgage Deed, to become immediately due and payable without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired. It is further expressly agreed, that the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is further agreed, that the first party shall repay to the second party all and every such sum or sums of money, as may have been paid by them or any of them for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per centum per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid, and all of which said sum or sums of money, and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

For Release see Book 33 Page 251