

This Indenture Made this 15th day of July in the year of our Lord, one thousand eight hundred and eighty nine between Sarah A. Leonard and Wellington Leonard her husband of Lawrence. of the first part and S. M. Drury of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Eleven hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever all the following described piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lot No One Hundred and Twenty (120) on Tennessee tract, in the City of Lawrence, being the homestead of the said parties of the first part. To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the party of the second part and to his heirs and assigns forever. And the said Sarah A. Leonard and Wellington Leonard 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 all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Sarah A. Leonard and Wellington Leonard are justly indebted unto the said S. M. Drury in the principal sum of Eleven hundred Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said S. M. Drury to the said Sarah A. Leonard and Wellington Leonard and secured to be paid by the certain promissory note of the said Sarah A. Leonard and Wellington Leonard bearing even date herewith, payable to the order of the said S. M. Drury in five years from the date thereof, at Mechanics Loan Bank, Canandaigua, N.Y. with interest after maturity, or default in payment of interest, at the rate of 10 per cent. per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default is to be paid semi-annually, on the 15th day of January and of July in each and every year, and is specified by interest notes or coupons of even date herewith, attached to the said note and payable at said Mechanics Loan Bank in Canandaigua, N.Y. and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Eleven hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon according to the tenor and effect of said note, then these presents shall be

Released. See Book 57, Page 230.