

This Indenture, Made this First day of October in the year of our Lord, one thousand eight hundred and eighty nine by and between E. D. Phillips and Augusta A. Phillips his wife of the County of Douglas and State of Kansas party of the first part, and The Western Farm Mortgage Trust Company of Lawrence Kansas, of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of seven hundred Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has Granted, Bargained and Sold, and by these presents does Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, or parcel of land lying and situate in the County of Douglas and State of Kansas to wit: Beginning Twenty Eight (28) rods West of the South East corner of the North East Quarter of the North West Quarter of the South West Quarter of Section Twenty Nine (29) Township Twelve (12) Range Twenty (20) East - In center of Elm Street produced East from North Lawrence, thence North Eight (8) rods; thence East Twenty Eight (28) rods; thence South Eight (8) rods to the center of said Elm Street produced thence West Twenty Eight (28) rods to the beginning in that part of the City of Lawrence known as North 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 party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seised of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will Warrant and Defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided Always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First: The said party of the first part is justly indebted unto the said party of the second part in the principal sum of seven hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said party of the first part, and secured to be paid by One certain Mortgage Bond or promissory note, to wit:

Bond No. 11446 for 700⁰⁰ Dollars, due on the first day of October A.D. 1894.

All bearing date October 1st 1889, and payable to the said The Western

See B. 123 Page 468 Assignment (for Release for Book 29 Page 93)