

tion of the sum of Four Thousand ^{and no}/₁₀₀ Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, its successors or assigns, forever, all of the following described tracts, pieces or parcels of land lying and situate in the Counties of Osage and Douglas and State of Kansas, to wit: Lots Nos. Two (2) Four (4) Six (6) and Eight in Block No. Three (3) Lots Nos. Thirteen (13) and Fifteen (15) in Block No. Thirteen (13) and Lots Nos. Twenty (20) Twenty-two (22) and Twenty-four (24) in Block No. Twelve (12). All in Dodds and Boyds Addition to the City of Osage City, Osage County, State of Kansas according to the plat of said Dodds and Boyds Addition now on file in the office of the Register of Deeds of Osage County, State of Kansas. Also Lots Nos. Ninety (90) and Ninety-two (92) Louisiana Street in the City of Lawrence, Douglas County, State of Kansas according to the plat of said City of Lawrence now on file in the office of the Register of Deeds of Douglas County, State of Kansas.

To Have and to Hold the same, with all and singular the emblements, 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 its successors or assigns, forever. And the said parties of the first part 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, its successors or assigns, forever, against the lawful claims of all persons whomsoever.

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

First: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Four thousand ^{and no}/₁₀₀ 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 payable according to the tenor and effect of a certain First Mortgage Real Estate Note, dated the first day of September A.D. 1889, numbered 5311, executed and delivered by the said parties of the first part to said party of the second part, and payable to the order of the said party of the second part Three years after date, at the office of Tofeka Investment and Loan Company, Topeka, Kansas, with interest thereon until paid, at the rate of seven per cent. per annum, payable semi-annually on the first days of March and September in each year, and ten ^{and no}/₁₀₀ per cent. per annum after maturity, the installments of interest being further evidenced by six coupons at