

This Indenture, Made this first day of October in the year of our Lord One Thousand Eight Hundred and Ninety by and between Walter Waldie and Elizabeth Waldie, husband and wife of Douglas County, State of Kansas first party, and the New England Loan and Trust Company, second party.

Witnesseth: That said first party, in consideration of Twelve Hundred Dollars, the receipt of which by said first party is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said New England Loan and Trust Company, its successors and assigns, forever, the following described real estate, situated in Douglas County, State of Kansas, to wit: The North half of the North West fractional quarter of Section Nineteen (19) in Township Thirteen (13) South, of Range Nineteen (19) East of the sixth principal meridian, containing 79 $\frac{1}{2}$ acres, More or less as shown by United States government survey.

To have and hold the same, with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

And the said first party hereby covenants and agrees to and with said second party, its successors and assigns, that at the delivery of these presents they are lawfully seized in their own right of an indefeasible estate in fee simple absolute in the above-described premises, and all appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and incumbrances of every kind and nature, and that they will forever Warrant and Defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These Presents, however, are made upon the following Express Conditions: Whereas, said Walter Waldie and Elizabeth Waldie have this day made and delivered to said New England Loan and Trust Company their certain bond or promissory note for the sum of Twelve Hundred Dollars, payable on the first day of October 1897 and bearing interest at the rate of Six per centum per annum, payable semi-annually, and evidenced by fourteen coupons attached thereto. The said bond and coupons payable at the office of said second party, in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however, reserving herein the right to pay two hundred dollars or any multiple thereof over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on and after October 1st 1893, provided thirty days notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than two hundred dollars of said bond shall at any time remain unpaid - the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

See Book 35 Page 482

(See Assignment See Book 31 Page 611)