

This Indenture Made this Sixth day of April in the year of our Lord One Thousand Eight hundred and Ninety Two by and between N. L. O'Neil and Minnie O'Neil his 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 Twenty one Hundred and Seventy five 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 Northwest quarter of Section Seventeen (17) in Township Fifteen (15) South of Range Twenty one (21) East of the Sixth principal meridian, containing 160 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 the 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 the appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and encumbrances 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 N. L. O'Neil and Minnie O'Neil have this day made and delivered to the said New England Loan and Trust Company One certain bond or promissory note for the sum of Twenty one Hundred and Seventy five Dollars payable on the first day of April 1897 and bearing interest at the rate of Six per centum per annum payable semi-annually, and evidenced by ten coupons attached thereto. The said bond and coupons payable in United States Gold coin of the present standard of weight and fineness 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 Five hundred dollars or multiple thereof over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after April 1<sup>st</sup> 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 Five hundred dollars of said bonds 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.

And Whereas it is herein agreed particularly as follows:

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title.

(To Release See Book 29 Page 501)  
(To assign see Book 29 Page 501)