

This Indenture, Made this first day of June, in the year of our Lord one thousand eight hundred and ninety two by and between the Alpeddar Land Company in the County of Jackson and State of Missouri, party of the first part, and Dillwyn Garrieh and James Brown Potter, Trustees parties of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of Eighty three hundred and thirty Dollars, to it in hand paid the receipt whereof is here by acknowledged, has granted, Bargained and sold, and by these presents does Grant, Bargain, Sell, Convey and Confirm unto the said parties of the second part, and to their 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: The South East Quarter of Section Twenty two (22) in Township Twelve (12) of Range Nineteen (19) containing One hundred and sixty (60) acres according to Government Survey.

To have and to hold the same, With all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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

First: said party of the first part is justly indebted unto the said parties of the second part in the principal sum of Eighty three hundred and thirty Dollars lawful money of the United States of America, being for a loan thereof made by the said parties of the second part to the said party of the first part, and payable according to the terms and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said party of the first part, bearing date June 1, 1892, and payable to the order of the said Dillwyn Garrieh and James Brown Potter, Trustees on the first day of November eighteen hundred and ninety seven, at the office of the Southern Agency and Investment Co., Kansas City, Mo., with New York exchange, with interest thereon from date until maturity at the rate of five per cent per annum, payable annually on the first day of November in each year, and five per cent per annum after maturity; the installments of interest being further evidenced by six coupons attached to said principal note, and of even date therewith, and payable to the order of said Dillwyn Garrieh and James Brown Potter, Trustees at the office of the Southern Agency and Investment Co., Kansas City, Mo., with New York exchange, which said loan and note said first party hereby agrees to pay according to the terms thereof.

Second: said party of the first part hereby agrees that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the terms and effect of said note and coupons, when the same becomes due, or to pay taxes on said land when due, the whole sum of money hereby secured shall, at the option of the legal holder or holders thereof, become due and payable at once, without notice.

The foregoing conditions being performed, this conveyance to be void and to be rescinded at the cost of the first party, otherwise of full force and virtue, and may be foreclosed at any time after default herein.

(Referenced See Book 39 Page 628)

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