

This Indenture, Made this second day of July in the year of our Lord one thousand eight hundred and ninety four by and between Edwin Brown and Adelaide Brown Husband and Wife of the county of Douglas and State of Kansas parties of the first part, and Sydney Harwood, G. Fred Harwood, John Henry Harwood, Executors of the will of Geo. L. Harwood, party of the second part.

Witnesseth That the said parties of the first part, in consideration of the sum of Twenty Five Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, their heirs and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit: Lots numbered Fifty two (52) and the North 13 inches of Lot Fifty (50) on Vermont Street in the City of Lawrence.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to their heirs and 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, their heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following covenants and conditions, to wit:

First. That said parties of the first part are justly indebted to the said second party in the sum of Twenty Five Hundred Dollars according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of July 1897, to the order of said second party, with interest thereon at the rate of six per cent per annum payable semiannually on the first days of January and July in each year, according to the terms of interest notes therunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at Bank of Boston Safe-Deposit and Trust Company, Boston Mass., and all said notes bearing ten per cent interest after due.

Second. The parties of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent; and that until the full payment of said debt they will keep the buildings which now

(For Release see Book 41, Page 318.)

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