

This Indenture, Made this 24 day of June 1878 by and between M. E. Penchard and Mary E. Penchard his wife of the County of Douglas and State of Kansas, parties of the first part, and Royal Loan Association, a corporation duly organized under the laws of the State of Missouri, party of the second part.

Witnesseth, that the said first parties in consideration of the sum of six hundred + 00/100 Dollars, to them in hand paid by the said second party, the receipt whereof is hereby acknowledged, have Granted, sold and conveyed, and by these presents do bargain, grant, sell and convey unto the said second party, its successors or assigns the following described real estate, situate, lying, and being in the County of Douglas, State of Kansas, to wit: All of Lot One hundred (100) on Connecticut Street City of Lawrence Douglas County, State of Kansas.

Whereby waiving and releasing to the said party of the second part all right, title, interest and estate in and to the above described premises resulting from or incident to the Homestead Laws of the State of Kansas.

To have and to hold the same, together with all and singular, the emblements, hereditaments and appurtenances therunto belonging, or in anywise appertaining forever. And the parties of the first part hereby covenant that at the delivery hereof they are lawfully seized in their own right of an estate in fee simple of and in the above described premises; that they have a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever, and they will forever warrant and defend the title to said premises unto said second party, its successors, and assigns against the claims of all persons whomsoever.

Upon this Condition However.

Whereas, The said parties of the first part have this day made, executed and delivered to the party of the second part, one certain money bond of even date herewith, signed by said parties of the first part, whereby they are bound unto the said second party, in the principal sum of six hundred + 00/100 Dollars, for money loaned by it under its charter and by-laws on six shares of its capital stock issued to M. E. Penchard said bond binding said parties of the first part to pay said second party monthly Three + 00/100 Dollars as dues on said stock three + 00/100 Dollars as premium on the money loaned, and all fines accruing on said stock until said stock shall mature, and the said bond shall be thereby paid; and said bond further providing that in default of six monthly payments of interest thereon or dues on the stock or premiums, or any or either of them, then the whole amount of principal, interest, premium, dues on stock and fines accruing, shall become due and payable immediately; and Whereas, said parties of the first part have agreed, and do hereby agree that they will at their own proper charge and expense keep the premises herein described in good repair and condition, and pay and discharge before they become delinquent, all and every of the taxes and assessments