

Witnesseth, That the said first parties in consideration of the sum of Three Hundred and Fifty and <sup>400</sup>/<sub>100</sub> 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;

Lot numbered Forty Seven (47) in New York Street, in the City of Lawrence. Hereby 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 thereunto 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 <sup>said</sup> second party in the principal sum of Three Hundred and Fifty Dollars, for money loaned by it under its charter and by laws on three and <sup>1</sup>/<sub>2</sub> shares of its capital stock issued to Henry B. Ware said bond binding said parties of the first part to pay said second party monthly Two and <sup>400</sup>/<sub>100</sub> Dollars as dues on said stock One and <sup>2</sup>/<sub>100</sub> Dollars as interest on the money loaned, and One and <sup>1</sup>/<sub>100</sub> Dollars as premium on the money loaned, and all fines accruing on said stock until said stock shall mature, and 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

Revised Act Book 33 Page 824

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