

and its successors and assigns Forever the certain tract or parcel of Real Estate situated in the County of Douglas and State of Kansas, described as follows to-wit: Lot number Fifty Two (52) in Block number Twenty One (21) in the City of Leavenworth Kansas according to the recorded plat thereof.

To Have And to Hold The same with the appurtenances thereto belonging, to the said second party, its successors and assigns Forever. And the said parties of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owner of the above described premises seized of a good and indefeasible estate of inheritance therein: that the same are free and clear of all incumbrances of whatever nature, that they have good right to sell the same, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, against the lawful claims of all persons; and the said first parties does hereby relinquish and convey all rights of homestead therein.

This instrument is made, executed and delivered upon the following conditions, to-wit:

First. The said first parties agree to pay said second party or order, the sum of two hundred and twenty-eight and no/100 \$ Dollars, in twenty four equal monthly payments of Nine & 80/100 \$ Dollars (\$9.60) each according to the tenor and effect of a series of Twenty Four notes of even date herewith, numbered from No. 1 to No. 24, consecutively, and payable at the office of The State Bank of Leavenworth Kansas. Note No. 1 being payable on the Fifteenth April 1905, and the remainder of said notes maturing and being payable, in their numerical order, one upon the Fifteenth day of each succeeding month thereafter until all of said notes mature; Note No. 24 being payable upon the fifteenth day of March, 1907. Said notes bear interest at the rate of ten per cent per annum after maturity.

Second. The said first parties agree that if they shall fail to pay any of said notes for a period of thirty days after the same becomes due, then all of said series of notes remaining unpaid shall