

unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract piece, land parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit: Lots Forty (40) five, forty (40) six, forty (41) seven, forty (42) eight, forty (43) nine, fifty (50), fifty (51) one, fifty (52) two, fifty (53) three, fifty (54) four, fifty (55) five, fifty (56) six, fifty (57) seven, fifty (58) eight, fifty (59), sixty (60), sixty (61) one, sixty (62) two, sixty (63) three, sixty (64) four, sixty (65) five, sixty (66) six, on Jersey Street and lots fifty (52) two, fifty (54) four, fifty (56) six, fifty (58) eight, sixty (60), sixty (62) two, sixty (64) four, and sixty (66) six, on Indiana Street, all situated in the City of Baldwin County of Douglas State of Kansas.

To have and to hold the same, with all and singular the hereditaments and appurtenances therunto belonging, unto the said party of the second part and to his heirs and assigns forever: Provided Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas the said Sarah A. Atherton and Charles Atherton have this day executed and delivered one certain promissory note in writing to the party of the second part, payable at Madison, McDonough County, Illinois, as follows to-wit:

\$ 1500⁰⁰ Kansas City Kan. Feb. 6-1886. Two years after date we promise to pay to the order of W. B. Atherton. Five Hundred and ^{no} 00 Dollars at the rate of 6% interest from date. Value received.

Due Feb. 6-1888 Signed Sarah A. Atherton.

Charles Atherton.

Now, if the said Sarah A. Atherton and Charles Atherton her husband shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the