

THIS INDENTURE, made this 22nd day of September in the year of our Lord one thousand nine hundred and nine, between The Lawrence Railway and Light Company, a corporation organized and existing under the laws of the State of Kansas, and duly authorized by its stock holders and board of directors to make the within conveyance, of the first part, and R. C. Johnson, Irving Hill, and J. F. Schaefer of the second part: WITNESSETH, That said party of the first part in consideration of the sum of Forty-five Thousand (\$45000.00) Dollars to it duly paid, the receipt of which is hereby acknowledged has sold and by these presents does grant, bargain, sell and mortgage to the said parties of the second part, their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit: the West Twenty-two and one third feet (22 1/3) of the East Ninety-two (92) feet of lot Forty-five (45), New Hampshire Street in the city of Lawrence Kansas, with all the appurtenances, and all the estate title and interest of the said party of the first part therein. And the said The Lawrence Railway and Light Company for itself and its successors and assigns, doth hereby covenant and agree with the said parties of the second part, their heirs and assigns, that at the delivery hereof it was the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein. That the said party of the first part in consideration of the said sum of Forty Five Thousand (\$45000.00) Dollars has also sold, and by these presents does grant bargain, convey, pledge and mortgage to the said parties of the second part their heirs and assigns, all of the following articles of personal property situated in the County of Douglas and State of Kansas to-wit:- All electric lines transformers, meters, city system, office building, franchise of the city of Lawrence, and all property of every kind or nature owned by the Lawrence Electric Light Company on or before the first day of October one thousand nine hundred and nine (1909) or used in connection with the operation of the same, situate in the City of Lawrence, Douglas County, Kansas; This Conveyance is intended to cover and include and does cover and include the entire electric light plant and the entire light system situated in the city of Lawrence Kansas, and all machinery, appliances and property of every kind character and nature pertaining thereto or used in connection therewith, with all the estate title and interest of the said party of the first part therein and thereto. And the said party of the first part for itself, its successors and assigns, does hereby covenant and agree that all of the above described property, both real and personal, is free and clear from all incumbrances, liens and charges of every character, except only the lien of Sixty Thousand Dollars (\$60,000) of Mortgage Bonds issued by the Lawrence Electric Light Company and now out standing, the payment of which bonds is assumed by the party of the first part, and that said party of the first part will forever warrant and defend the title to all of said property, both real and personal, in the quiet and peaceable possession of the said parties of the second part their heirs and assigns forever, against all persons lawfully claiming the same. It is understood and agreed by and between the parties hereto, as the fact is, that while the capital stock

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