

and acknowledged have granted, bargained sold and
conveyed and by these presents do grant, bargain sell
and convey unto the said party of the second part and
to his heirs and assigns forever, all of the following
described pieces and parcels of land, lying and situated
in the City of Lawrence County of Douglas and State
of Kansas to wit:

Bots Nos. One Hundred and ninety seven (197) One Hundred
and ninety nine (199) and the south half of Lot No. One
Hundred and ninety five (195) all on Tennessee Street in
said City and being the homestead of said parties of
the first part.

To have and to hold the same with all and singular
the hereditaments and appurtenances thereunto belonging
unto the party of the second part and to his heirs
and assigns forever. And the said Parties of the first
part do hereby covenant and agree that at the delivery
hereof they are the lawful owners of the premises above
granted and seized of a good and indefeasible estate of
inheritance therein, free and clear of all incumbrances
save a prior mortgage of Four Hundred Dollars and
that they will Warrant and Defend the same in the
quiet and peaceable possession of the said party of the
second part his heirs and assigns forever against all
persons lawfully claiming the same.

Received by me at 3 o'clock P.M. James B. Brooks Regalia of Deeds

giver and peaceful possession of the said party of the
second part his heirs and assigns forever against all
persons lawfully claiming the same.

Provided Always. And these presents are upon this
express condition that whereas the said parties of the
first part are justly indebted unto the said E. A.
Preston in the principal sum of Two Thousand Dollars
lawful money of the United States of America being
for a loan thereof, on the day and date hereof made
to the said E. A. Preston to the said parties of the
first part and secured to be paid by the certain promissory
note of the said Parties of the first part bearing even
even date herewith payable to the order of the said
E. A. Preston in five (5) years from the date thereof
with interest at the rate of five per cent per annum
from date until said principal sum is fully paid
said interest to be paid annually on the first day
of August in each and every year said several
installments of interest being further specified by
five interest notes or coupons of even date herewith