

This Indenture, Made this First day of January A.D. 1885 between James Grimes and Minerva J. Grimes his wife of Douglas County, in the State of Kansas of the first part and E. M. Sheldon of Shawnee County in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in the consideration of the sum of Two Hundred and Forty Dollars the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas to wit:

The East half of the North-east quarter of Section No. Nineteen (19) in Township No. Twelve (12) south of Range No. Nineteen (19) East of the Sixth P. M. Containing Eighty (80) Acres, more or less.

To Have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

Provided Always, And these presents are upon this express condition that whereas, said James Grimes and Minerva J. Grimes have this day executed and delivered one certain promissory note to said party of the second part for the sum of Two hundred and Forty Dollars bearing even date herewith payable at the office of The Kansas Loan and Trust Company, Topeka Kansas in equal installments of Twenty four Dollars each the first installment payable on the first day of July 1885 the second installment on the first day of January 1886 and one installment on the first days of July and January in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof then all unpaid installments shall become immediately due and payable at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of 12 per cent per annum from the date of said note until fully paid.

All appraisement and stay laws waived.

Now if said James Grimes and Minerva J. Grimes shall pay or cause to be paid to said party of the second part his heirs and assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same then these presents shall be wholly discharged and void and otherwise shall remain in full force and effect. But if said sum or sums of money or any