

by the said party of the second part, the receipt whereof is hereby confessed 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 the following described piece and parcel of land, lying and situate in the City of Lawrence, County of Douglas and State of Kansas to wit:

Lot No. One Hundred and eleven (111) Tennessee Street in the City of Lawrence.

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 Mary E. Pease and Charles A. Pease her husband do hereby covenant and agree, that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances 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.

Provided Always And these presents are upon this express condition, that whereas, the said Mary E. Pease and Charles A. Pease her husband are justly indebted unto the said Allen L. Pease in the principal sum of Fifteen hundred (1500⁰⁰) Dollars lawful money of the United States of America, being for a loan thereof, on the day and date hereof, made by the said Allen L. Pease to the said Mary E. Pease and Charles A. Pease her husband and secured to be paid by a certain promissory note of the said Mary E. Pease and Charles A. Pease her husband bearing even date herewith, payable to the order of the said Allen L. Pease five years from the date thereof, at the office of The National Bank in the City of Lawrence and State of Kansas, with interest at the rate of eight per cent per annum, from date until said principal sum is fully paid, said interest to be paid annually on the First days of May in each and every year, said several installments of interest being further specified by five interest notes or coupons of even date herewith attached to said