

12,000.

For value received we and each of us acknowledge ourselves held and firmly bound to Eliza A. Burnett of Winnebago, Illinois, in the sum of Two Thousand Dollars, (\$2,000), to be levied of our goods and chattels, lands and tenements, subject nevertheless to the conditions hereinafter expressed:

Witness our hands and seals this 4th day of October, A.D. 1895, at Mayville, Chautauqua County, State of New York.

Albion W. Tourgee

Emma F. Tourgee

Aimée L. Tourgee

The conditions of the above written obligation are such, that, whereas, the said Eliza A. Burnett has heretofore, to wit, upon the 20th day of August, 1895, given, granted and bestowed upon the above-named Albion W. Tourgee, the just and full sum of Two Thousand Dollars, (\$2,000), upon the sole condition that he shall pay and remit to her semi-annually upon the 20th day of August and the 20th day of February in each year, the sum of Sixty Dollars, (\$60.00), during the life time of the said Eliza A. Burnett--

Now, therefore, if the said Albion W. Tourgee shall well and truly perform this obligation and on the dates named or within thirty days thereafter shall pay to the said Eliza A. Burnett, the just and full sum of Sixty Dollars, during each and every year of the life of the said Eliza A. Burnett, the above-written obligation shall be null and void; otherwise the same shall continue in full force and effect. PROVIDED ONLY, that the said Emma F. and Aimée L. Tourgee, the former being the wife and the latter the daughter and sole heir of the said Albion W. Tourgee, shall have the right at any time within thirty days after notice of any default of the said Albion W. Tourgee to pay any of the semi-annual instalments, themselves or either of them, to pay off and liquidate the same as co-sureties with him in this obligation. And if they shall faithfully and truly make the said payments, thereafter upon the same terms to which he is bound herein, then the said obligation as against them shall likewise be null and void; it being the purpose of this obligation to provide only for the payment of interest on the said sum of Two Thousand Dollars, semi-annually, during the life time of the said Eliza A. Burnett, and not to bind the said parties to any re-payment of the principal, either to her or her heirs, the said principal being but an anticipation of a bequest made to the said Albion W. Tourgee, and intended as a gift and not a loan.

Witness our hands and seal of the day and date first above written.

Albion W. Tourgee

Emma F. Tourgee

Aimée L. Tourgee

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is viewed

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