

Recorded in the office of the Register of Deeds ⁱⁿ for said County
 To have and to hold the same with all and singular the heredita-
 ments and appurtenances therunto belonging unto the party of the second
 part and to his heirs and assigns forever And the said Hannah
 McCurdy doth hereby covenant and agree that at the delivery hereof she
 is 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 she 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 Hannah McCurdy and one J. A. McCurdy are
 justly indebted unto the said Franklin H. Overton in the principal sum of
 Four Hundred Dollars lawful money of the United States of America being
 for a loan thereof on the day and date hereof made by the said Franklin
 and agreed to be paid by the certain promissory note of the said Hannah McCurdy and J. A. McCurdy
 of Overton to the said Hannah McCurdy and J. A. McCurdy bearing even
 date herewith payable to the order of the said Franklin H. Overton in three
 (3) years from the date thereof at the Merchants Bank in the City of
 Lawrence Kansas, and State of Kansas with interest at the rate of 8 per
 cent per annum from date until said principal sum is fully paid
 said interest to be paid semi-annually on the 20th days of Febru-
 ary and of August in each and every year said several in-
 stallments of interest being further specified by six interest notes
 or coupons of even date herewith attached to the said note
 and payable at said Merchants Bank in the City of Lawrence
 aforesaid And in and by said promissory note it is agreed
 that if default be made in the payment of any one of the install-
 ments of interest aforesaid at the time and place aforesaid then
 at the election of the legal holder of said note the said principal
 sum of Four Hundred Dollars shall at once become due and
 payable anything hereinbefore contained to the contrary notwith-
 standing, such election to be made at any time after the expiration
 of three days without notice.

Now if the said party of the first part shall well and truly pay or
 cause to be paid the said sum of money in said note mentioned with the
 interest thereon according to the tenor and effect of said note then these
 presents shall be null and void But if said sum of money or any
 interest thereon is not paid when the same is due and payable or if
 any taxes or assessments levied against said property are not
 paid when the same are payable or if default shall be made
 in the agreement to keep said premises insured as hereinafter set
 forth then in either of these cases the whole of said sum mentioned
 in said note together with the interest thereon shall and by this