

heirs and assigns forever, all of the following-described tract, piece or parcel of land lying and situate in the City of Lawrence County of Douglas and State of Kansas, to wit:

Lots numbers sixty two (62) sixty four (64) sixty six (66) sixty eight (68) and seventy (70) in Block number fifty six (56) in that part of the City of Lawrence known as West Lawrence according to a plat or map, filed in the office of the Clerk of the District Court, of Douglas County, Kansas

So leave and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, on in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her 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, and that they will Warrant and defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns forever, against the lawful claims of all persons whomsoever-

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to wit:

First: Said Charlotte A. Herrington and husband are justly indebted unto the said party of the second part in the principal sum of Six Hundred and fifty (650) Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 175 executed and delivered by the said Charlotte A. Herrington and Freeman Herrington bearing date February 18th 1886, and payable to the order of the said L. J. Nelson three years after date, at the National Bank

The following is a list of the names of the persons who have been named in the receipt-whereof is hereby given and in consideration of the sum of Six Hundred and fifty Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 175 executed and delivered by the said Charlotte A. Herrington and Freeman Herrington bearing date February 18th 1886, and payable to the order of the said L. J. Nelson three years after date, at the National Bank