

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 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 Party of the first part is justly indebted unto the said W. G. Beardsley, in the principal sum of One Thousand Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said W. G. Beardsley to the said Party of the first part and secured to be paid by a certain promissory note of the said Party of the first part bearing even date herewith, payable to the order of the said W. G. Beardsley, in five years from the date thereof, at the office of said W. G. Beardsley, in the City of Auburn, and State of New York, with interest after maturity, at the rate of twelve per cent. per annum until the said principal sum is fully paid.

The interest on said note from date is to be paid semi-annually, on the first day of September and of March in each and every year and is specified by ten interest notes or coupons of even date herewith attached to the said note and payable at the office of said W. G. Beardsley, in the City of Auburn, New York, and in