

ances thereunto belonging, unto the party of the second part and to his 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 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 said party of the second part, her 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 Parties of the first part are justly indebted unto the said Party of the second part in the principal sum of Eight 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 Party of the second part to the said Parties of the first part and secured to be paid by a certain promissory note of the said Parties of the first part bearing even date herewith, payable to the order of the said Party of the second part in three years from the date thereof, at the National Bank in the City of Lawrence and State of Kansas, 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 13th day of September and of March in each and every year, and is specified by six interest notes or coupons of even date herewith, attached to the said note and payable at the National Bank in the City of Lawrence,