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 Allen J. Phillips and Anna S. Phillips are justly indebted unto the said party of the second part in the principal sum of Four Hundred (400) 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, number 181 executed and delivered by the said Allen J. Phillips and Anna S. Phillips bearing date March 22nd 1886, and payable to the order of the said Caroline Houghtelin three years after date, at the National Bank of Lawrence with interest thereon from date until maturity, at the rate of nine per cent. per annum, payable semi annually, on the 22nd days of March and September in each year, and 12 per cent per annum after maturity, the installments of interest being further evidenced by Six coupons attached to said principal note, and of even date therewith