

acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell any convey unto the said party of the second part, and to his heirs and assigns forever, all the following described piece and parcel of land lying and situate in the Township of Wakarusa County of Douglas and State of Kansas, to-wit:

Beginning at the South East corner of the South East Quarter of Section No. Seventeen (17) in Township No Thirteen (13) South of Range No Twenty (20) East of 6th principal meridian, thence running West on the Section line Forty-five (45) rods, thence North parallel with the East line of said Section to the centre of Wakarusa Creek thence down the Channel of said Creek to the East line of said Quarter section, thence South on the Section line to the place of beginning and containing Fifteen and one half (16 1/2) acres of land more or less.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances therunto belonging, unto the party of the second part and to his heirs and assigns, forever. And the said Andrew Douglass doth hereby covenant and agree, that at the delivery hereof he 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 he 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 Andrew Douglass is justly indebted unto the said W. C. Beardsley, in the principal sum of Two Hundred and Twenty-Five (225) 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. C. Beardsley to the said Andrew Douglass and secured to be paid by the certain promissory note of the said Andrew Douglass bearing even date herewith, payable to