

and being the homestead of said party of the first part.

To Have and to Hold the same, with singular the hereditaments and appurtenances belonging, unto the party of the second part, his heirs and assigns, forever. And the party of the first part do hereby covenant and warrant at the delivery hereof they are the lawful owners of the premises above granted, and seized thereof in fee simple, and indefeasible estate of inheritance, and clear of all incumbrances, and that they will WARRANT and DEFEND the same in the peaceable possession of said party of the second part, his heirs and assigns forever, again lawfully claiming the same.

Provided always, And these presents be it remembered, that whereas, the party of the first part are justly indebted unto W. C. Beardsley, in the principal sum of Twenty-four Dollars, lawful money of the United States, being for a loan thereof on the day and date hereof, made by the said W. C. Beardsley to the party of the first part and secured by the certain promissory note of the party of the first part bearing even date herewith to the order of the said W. C. Beardsley, years from the date thereof, at the rate of Ten per cent, per annum, in the City of Auburn, New York, with interest after maturity, at the rate of twelve per cent, per annum until the principal sum is fully paid. The interest from date is to be paid semi-annually on the first day of April and of October in each year, and is specified by ten interest notes herewith, attached to the said promissory note, payable at the office of said W. C. Beardsley in the City of Auburn, New York, and in and by the said promissory note it is agreed that if default is made in the payment of any interest coupon at maturity, the said principal sum of Twenty-four hundred Dollars, with all the interest thereon, shall immediately become due and payable.

Now, if the said parties of the