

The following is indorsed on the original instrument
 In consideration of one thousand dollars, in hand paid, the foregoing
 mortgage, together with the note secured thereby and all securities collateral
 thereto, are hereby assigned, transferred and delivered to H. M. Brown or
 assigns in and to the said party of the first part, and the said party of the
 first part do hereby acknowledge the same.

Recorded August 5, 1871, at 5:15 P.M.
 13.9 14 new

and Sold, and by these presents do Grant Bargain, Sell,
 Convey and Confirm, unto the said party of the second part
 his heirs, successors or assigns forever, all of the following described
 tract, piece or parcel of land lying and situate in the County
 of Douglas, and State of Kansas, to-wit:

The South West quarter of Section Number twenty five (25)
 Township number thirteen (13) in Range number nineteen (19)
 One hundred and sixty acres (160.0)

To Have and to Hold the same, with all and singular the emble-
 ments, hereditaments and appurtenances therunto belonging or in
 anywise appertaining, and all rights of homestead exemption,
 unto the said party of the second part, and to his heirs or
 assigns forever. And the said party 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 incum-
 brances, and that they will Warrant and Defend the same in
 the quiet and peaceable possession of said party of the second part,
 his heirs, successors or assigns Forever, against the lawful claims of
 all persons whomsoever.

Provided, Always, And this instrument is made, executed and
 delivered upon the following express conditions, to-wit:

First.-Said party of the first part are justly indebted unto the
 said party of the second part in the principal sum of One thousand
 and No/100ths, 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 party of the first part, and payable according
 to the tenor and effect of a certain First Mortgage Real Estate Note,
 dated the first day of July, A.D. 1866, Numbered 345 executed and
 delivered by the said party of the first part, and payable to
 the order of the said party of the second part, Three years
 after date at The Banking House of Kountze Brothers, New
 York City, State of New York, with interest thereon from date
 until maturity, at the rate of Seven percent. per annum, payable
 semi-annually on the first days of January and July in each
 year, and twelve percent. per annum after maturity, or default, the
 installments of interest being further evidenced by coupons attach-
 ed to said principal note, and of even date therewith, and payable
 to the order of the said party of the second part, at the same
 place.

Second.-Said party of the first part hereby agrees to pay all
 taxes and assessments levied upon said premises, when the same