number seventeen One hundred and sixty acres (160)

To Have and to Hold the same, with all and singular the emblements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to their 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 incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, their 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 Nine hundred 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 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 January A.D. 1887, Numbered 357 executed and delivered by the said party of the first part, and payable to the order of the said party of the second part five 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 per cent. per annum, payable semi-annually, on the first days of January and July in each year, and twelve per cent. per annum after maturity, or default, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith and payable