

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, 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 parties of the first part are justly indebted unto the said W. C. Beardsley, in the principal sum of Fourteen Hundred 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 parties of the first part and secured to be paid by the certain promissory note of the said parties of the first part bearing even date herewith, payable to the order of the said W. C. Beardsley, in one year from the date thereof, at the office of said W. C. Beardsley, in the City of Auburn, and State of New York, with interest after maturity, at the rate of twelve per cent per annum until the said principal sum is fully paid. The interest on said note from date is to be paid semi-annually, on the sixteenth day of February and of August in each and every year, and is specified by two interest notes or coupons of even date herewith, attached to the said note and payable at the office of said W. C. Beardsley, in the City of Auburn, New York, and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Fourteen Hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid the said sum of money in said note