

presents to grant bargain sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described pieces and parcels of land lying and situate in the City of Lawrence County of Douglas and State of Kansas, to-wit:

Lots Two, Seventy-one (71) and Seventy-three (73) in Block No. Forty-two (42) in West Lawrence being the homesteads of said parties of the first part.

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 Parties 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, 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 jointly indebted unto the said Wm. P. Sinclair in the principal sum of Six Hundred and Seventy Three $\frac{00}{100}$ Dollars, lawful money of the United States of America, being for a loan thereof, on the day and date hereof, made by the said Wm. P. Sinclair 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 Wm. P. Sinclair in five (5) years from the date thereof, at the Office of Wm. P. Sinclair in the City of Lawrence and State of Kansas, with interest at the rate of two per cent. per annum, from date until said principal sum is fully paid, said interest to be paid semi-annually, on the Seventh day of April and of October in each and every year, said several installments of interest being further specified by ten interest notes or coupons of even date herewith, attached to the said note and payable at said Office of Wm. P. Sinclair in the City of Lawrence Kansas and in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid, at the time and place aforesaid then at the election of the legal holder of said note the said principal sum of Six Hundred and Seventy Three $\frac{00}{100}$ Dollars with all the interest thereon, shall at once become due and payable anything hereinbefore contained to the contrary notwithstanding.