

cost thereof, to the said parties of the first part. And the amount so paid shall bear interest at the rate of 12 per cent per annum and may be collected in the same manner as the principal debt secured by this mortgage, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto 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 justly indebted unto the said Paul E. Labarriere in the principal sum of Three Thousand Three Hundred and thirty five Dollars, lawful money of the United States of America, being for a loan thereof on the day and date thereof, made by the said Paul E. Labarriere to the said parties of the first part and being part of the purchase money of the above described premises and secured to be paid by three certain promissory notes of the said parties of the first part, bearing even date herewith, payable to the order of the said Paul E. Labarriere at the office of Wm. Sinclair in the City of Lawrence and State of Kansas, 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 notes from date is to be paid semiannually on the days mentioned.