

here 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, save a prior mortg. of Twenty Five Hundred Dollars to H. C. Beardsley, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, her 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 to the said Mary J. Smith in the principal sum of Thirteen 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 Parties of the first part to the said Mary J. Smith, 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 Mary J. Smith in 1, 2, and 3 years from the date thereof, at the office of Wm. T. 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 first days of January and July in each and every year, and is specified by interest notes or coupons of even date herewith attached to each of said notes and payable at office of Wm. T. Sinclair in the City of Lawrence, and in and by said promissory notes it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Thirteen Hundred Dollars with all the interest thereon shall immediately become due and payable.