

quarter section to the North West corner of the same. thence South on the West line of the same to the place of Beginning. and containing One Hundred (100) acres more or less.

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, save a prior mortgage of \$1000 to Dr. Henry Betwiller, 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 Morrie Welsh in the principal sum of Seventeen Hundred and Fifty Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Party of the second part to the said Parties of the first part and secured to be paid by five (5) certain promissory notes of the said Parties of the first part bearing even date herewith, payable to the order of the said Morrie Welsh in 1, 2, 3, 4, 5 years from the date thereof, at the Douglas County Bank 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 note from date is to be paid semi-annually, on the fifth day of March and of September in each and every year, and is specified by 30 interest notes or coupons of even date herewith, attached to the said notes and payable at the Douglas County Bank 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 interest coupon at maturity, then the said principal sum of Seventeen Hundred and Fifty Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said parties of the first part shall well and