

Street in the City of Lawrence.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, unto the party of the second part and to her 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, 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 unto the said Party of the second part in the principal sum of One Thousand 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 the certain promissory note of the said Parties of the first part bearing even date herewith, payable to the order of the said Mrs Eliza Markes on or before 3 years from the date thereof, at the National Bank in the City of Lawrence and State of Kansas, with interest at the rate of ten per cent. per annum, from date until said principal sum is fully paid, said interest to be paid semi. annually, on the 12th day of March and of September in each and every year, said several installments of interest being further specified by six interest notes or coupons of even date herewith, attached to the said note and payable at said National 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 one of the installments of interest aforesaid, ^{at the time said promissory note is made} then at the election of the legal holder of said note the said principal sum of One Thousand Dollars with all the interest thereon, shall at once become due and payable, any thing thereinbefore contained to the contrary notwithstanding, such election to be made at any time after the expiration of three days, without notice.

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