

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 owner 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 W^m P. Sinclair in the principal sum of Four 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 W^m P. Sinclair, being part purchase money of above premises to the said Mary E. Arrasmith and Josiah Arrasmith, her husband, and secured to be paid by the certain promissory note of the said Mary E. Arrasmith and Josiah Arrasmith, her husband, bearing even date herewith, payable to the order of the said W^m P. Sinclair in five years from the date thereof, at his office, with New York Exchange, 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 second day of March and of September in each and every year, and is specified by ten interest notes or coupons of even date herewith, attached to the said note and payable at office of W^m P. Sinclair, with New York Exchange, in the City of Lawrence and in and by said promissory note it is agreed that if default be made in the payment of any interest coupons at maturity, then the said