

said party of the second part, and to his heirs and assigns forever, all the following described piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The North One Hundred and Twenty (120) acres of the South East Quarter of Section No. One (1) in Township No. Fourteen (14) South, of Range No. Seventeen (17) East; Also the East half of the North East Quarter ^{of the North East quarter} of Section No. Thirty-five (35), and the South East quarter of the North East quarter of section No. Thirty-five (35), both in Township No. Thirteen (13) South, of Range No. Seventeen (17) East: being the homestead of the parties of the first part, containing 180 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 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 Edward Grosskopf and Albertina Grosskopf are justly indebted unto the said Wm. F. Sinclair in the principal sum of Eighteen 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 Wm. F. Sinclair to the said Edward Grosskopf and Albertina Grosskopf and secured to be paid by the certain promissory note of the said Edward Grosskopf and Albertina Grosskopf bearing even date herewith, payable to the order of the said Wm. F. Sinclair in five years from the date thereof, at his office (in 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 first day of April and of October 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 the office of Wm. F. Sinclair (in New York exchange) in the City of Lawrence