

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 the 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 De^d Forrest Bigelow and Emma B. Bigelow his wife, are justly indebted unto the said B. F. Allen, in the principal sum of Six 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 B. F. Allen to the said De^d Forrest Bigelow and Emma B. Bigelow and secured to be paid by one certain promissory note of the said De^d Forrest Bigelow and Emma B. Bigelow bearing even date herewith, payable to the order of the said B. F. Allen in five years from the date thereof, at the office of A. H. F. F. F. in the City of Lawrence, and State of Kansas, with interest at the rate of seven per cent. per annum, from date, until said principal sum is fully paid, said interest to be paid semi-annually, on the 10th days of May and of November in each and every year, said several installments of interest being further specified by ten interest notes or coupons of even date herewith, attached to the said note and payable at said office of A. H. F. F. F., 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 and place aforesaid, then at the election of the legal holder of said note the said principal sum of Six hundred Dollars with all the interest thereon, shall at once become due and payable, anything 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 truly pay, or cause to be paid, the said sums of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But, if any one