

Eighty (80) rods, thence East forty (40) rods, thence North Eighty (80) rods, thence East sixty (60) rods, thence South three (3) rods, thence West forty (40) rods, thence South Easterly to the South East corner of said quarter section, the place of beginning, and containing unity two acres of land, more or less,

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 his heirs and assigns forever. And the said Thomas E. Evans hereby declares that he is a single man, (his former wives being dead), and does hereby covenant and agree, that at the delivery hereof he is 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 he 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 Thomas E. Evans is justly indebted unto the said D. P. Allen, in the principal sum of Fifteen hundred (\$1500.00) Dollars, lawful money of the United States of America, being for a loan thereof, on the day and date hereof, made by the said D. P. Allen to the said Thomas E. Evans and secured to be paid by one certain promissory note of the said Thomas E. Evans bearing even date herewith, payable to the order of the said D. P. Allen, in three (3) years from the date thereof, at the office of A. B. Fote, 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 28th day of December and of June in each and every year, said several installments of interest being further specified by six (6) interest notes or coupons of even date herewith, attached to the said note and payable at said office of A. B. Fote, in the City of Lawrence, Kansas;

And in and by said promissory note it 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 Fifteen hundred Dollars