

the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever, all the following described pieces and parcels of land lying and situate in the City of Lawrence County of Douglas and State of Kansas, to-wit:

Lots Nos. One hundred and two (102), one hundred and four (104), one hundred and six (106), one hundred and eight (108) and one hundred and ten (110) on North side of Elm Street in Block No. Two (2), in that part of said City of Lawrence known as North Lawrence, said premises being the homestead of the parties of the first part.

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 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 Mary J. Smith in the principal sum of Seven hundred and Fifty Dollars, lawful money of the United States of America, being for a loan thereon the day and date hereof, made by the said Mary J. Smith 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 Mary J. Smith in five (5) years from the date thereof, at the office of Wm. T. Sinclair in the City of Lawrence and State of Kansas, with interest after maturity, at the rate of twelve percent. 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 fourth day of January and July in each and every year, and is specified by ten interest notes or coupons of even date herewith, attached