

and assigns, forever. And the said Sarah J. Berkman doth hereby covenant and agree, that at the delivery hereof she 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 she 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 Sarah J. Berkman is justly indebted unto the said Wm. P. Sinclair in the principal sum of Three Hundred Dollars, lawful money of the United States of America, being for a loan of part purchase money of above premises on the day and date hereof, made by the said Wm. P. Sinclair to the said Sarah J. Berkman and secured to be paid by the certain promissory note of the said Sarah J. Berkman bearing even date herewith, payable to the order of the said Wm. P. Sinclair in three years from the date thereof, at the office of Wm. P. 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 25<sup>th</sup> day of January and of July in each and every year and is specified by six interest notes or coupons of tenors date herewith, attached to the said note and payable at said office of Wm. P. Sinclair 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 interest coupon at maturity, then the said principal sum of Three Hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said party of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But, if said sum of money, or any interest thereon, is not paid when the same is due and payable, or if any taxes