

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 James Bennett and Mary Bennett are 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 thereof on the day and date hereof, made by the said Wm. P. Sinclair to the said James Bennett and Mary Bennett and secured to be paid by the certain promissory note of the said James Bennett and Mary Bennett bearing even date herewith, payable to the order of the said Wm. P. Sinclair in three 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 Thirtieth day of May and of November in each and every year, and is specified by interest notes or coupons of even date herewith, attached to the said note and payable at said office of Wm. P. Sinclair (in New York Exchange), in the City of Lawrence aforesaid 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 parties 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 or assessments levied against said property, are not paid when the same are payable, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, shall, and by