

parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The North half of the South West quarter of Section No. Thirteen (13), and the South half of the South West quarter of the North West quarter of Section No. Thirteen (13), all in Township No. Thirteen (13) South of Range No.

Twenty (20) East of Sixth P.M. also the following: Beginning at the North East corner of the West half of the North West quarter of Section No. Two (2) in Township No. Thirteen (13) of Range No. Twenty (20); thence running South Eighty-nine and 90-100 (89.90) Rods to a stone; thence West Sixty-three (63) Rods to West line of Shawnee Indian Reservation; thence North along reservation line Eighty-nine and 90-100 (89.90) Rods to North line of said quarter section; thence East Sixty-three (63) Rods to place of beginning - except One (1) acre School - being the homestead of said first parties; said last named property being included in and subject to a mortgage of Twenty-four hundred (\$2400.) Dollars, to W. C. Beardsley

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the party of the second part and to his heirs and assigns, forever. And the said William Hughes and Ellen J. Hughes do hereby covenant and agree, that at the delivery hereof they are 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 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 William Hughes and Ellen J. Hughes are justly indebted unto the said Wm. F. Sinclair in the principal sum of Twelve 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. F. Sinclair to the said William Hughes and Ellen J. Hughes and secured to be paid by the certain promissory note of the said William Hughes and Ellen J.