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 John F. Weaver and A. C. Weaver are justly indebted unto the said Clarence R. Hoadley in the principal sum of Eighteen 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 Clarence R. Hoadley to the said John F. Weaver and A. C. Weaver and secured to be paid by Four (4) certain promissory notes of the said John F. Weaver and A. C. Weaver bearing even date herewith, payable to the order of the said Clarence R. Hoadley in years from the date thereof, at Merchants' National Bank 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 First day of June and of December in each and every year, and is specified by interest notes or coupons of even date herewith, attached to the said notes and payable at the said Merchants' National Bank 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 Eighteen 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 notes mentioned, with the interest thereon, according to the tenor and effect of said notes, 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 notes, together with the interest thereon, shall, and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns, to be at any time thereafter exercised without notice to the parties of the first