way through said Southeast quarter & Southwest quarter) and the Northwest quarter & the West one fourth of the Southwest quarter of Section Twenty one & that part of the the Northeast quarter of Section Twenty described as follows: beginning at the Northeast corner of said Section Twenty running thence South Thirty four & fifty one hundredth chains - thence West Three and forty one hundredth chains to the center channel of Wakarusa River, thence North with the channel of said River to the North line of said Section Twenty, thence East to the place of beginning all in Township Thirteen South of Range Eighteen East of the Sixth Principal Meridian, containing Five hundred and forty five acres more or less (Except right of way to Henry Heine across said W.¼ S.W.¼ Sec. 21) To Have and Hold the Same, with all the hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And the said first party hereby covenants and agrees to and with said second party, its successors and assigns, that at the delivery of these presents they are lawfully seized in their own right of an indefeasible estate in fee simple absolute in the above described premises, and all appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and incumbrances of every kind and nature; and that they will forever Warrant and Defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever. These Presents, however, are made upon the following Express Conditions: Whereas, said John E. McCoy and Philipanna McCoy have this day made and delivered to said New England Trust Company their certain bond or promissory note for the sum of Eighty five Hundred Dollars, payable on the first day of April 1893 and bearing interest at the rate of Six per centum per annum, payable semi-annually, and evidenced by Ten coupons attached thereto, maturing successively on the first day of each October and April beginning October 1st 1888. The said bond and coupons payable at the office of said second party in Kansas City, Missouri and each bearing interest after maturity at the rate of twelve per centum per annum.

And Whereas it is herein agreed particularly as follows:

The said first party shall not suffer waste, or permit the buildings, fences, and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all Statutory-lien claims of every kind and shall pay all