

The North West quarter of the South East quarter of Section No Eight (8), in Township No Thirteen (13) South, of Range No Eighteen (18) East of the Sixth Principal Meridian

To have and to hold the same, with all and singular the hereditaments and appurtenances therunto belonging, unto the party of the second part and to his heirs ^{and} assigns forever. And the said James Tegart & Viretta Tegart do hereby covenant and agree, that at the delivery hereof they are the lawful owners 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 Tegart and Viretta Tegart are justly indebted unto the said John J. Huggin the principal sum of Four Hundred & Fifty Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said John J. Huggin to the said James Tegart and Viretta Tegart and secured to be paid by the certain promissory note of the said James Tegart and Viretta Tegart bearing even date herewith, payable to the order of the said John J. Huggin five (5) years from the date thereof, at the Natl Bank of Auburn, New York with interest after maturity, or default in payment of interest, at the rate of twelve percent. per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default is to be paid semi-annually, on the 30th 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 note and payable at said Natl Bank of Auburn, New York 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 Four Hundred and Fifty Dollars with all the interest thereon, shall immediately become due & 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