

to-wit: Beginning at the south east corner of said North East quarter of said South East quarter of said Section No 3 running thence North Twenty-one rods along the east line of said Sec.; thence West to the west line of said North East quarter of said Sec.; thence South on said west line to the water's edge of the Kansas River; thence along the water's edge of said river to the south line of said North East quarter of said Sec.; thence along said south line to place of beginning, containing Nine and fifty-five hundredths (9.55) acres of land, more or less.

Also the South East fractional quarter of the South East fractional quarter of Section No Thirteen 13, in Township No Twelve 12 South of Range No Nineteen 19, lying directly South of and adjacent to the tract first above described, and containing ten and eighty-five hundredths (10.85) acres of land, more or less and being the homestead of the parties of the first part.

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 Jacob Parel and Mary Parel 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 inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant & 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 Jacob Parel and Mary Parel are justly indebted unto the said J. J. Stiviller in the principal sum of Four 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 J. J. Stiviller to the said Jacob Parel and Mary Parel and secured to be paid by the certain promissory note of the said Jacob Parel and Mary Parel bearing even date herewith, payable to the order of the said J. J. Stiviller in five (5) years from the date thereof, at County Bros. Natl Bank, N. Y. City with interest after maturity, or default in payment of interest, at the rate of twelve per cent. 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 1st day of March & September 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 County Bros. National Bank in New York and in and by