

situate in the County of Douglas and State of Kansas, to wit:
 Lots Nos Eleven 11 and Twelve 12 of the Town in the City of Lawrence
 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 William
 C. Bigger and Lizzie M. Bigger do hereby covenant and agree that at the
 delivery ^{hereof} they are the lawful owners of the premises above granted &
 seized of a good and indefeasible 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 con-
 dition that whereas, the said William C. Bigger and Lizzie M. Bigger
 are justly indebted unto the said J. J. Detwiler in the principal
 sum of One Thousand 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. Detwiler to the said William C. Bigger & Lizzie M.
 Bigger and secured to be paid by the certain promissory note of the
 said William C. Bigger and Lizzie M. Bigger bearing even date herewith,
 payable to the order of the said J. J. Detwiler in five years from the
 date thereof at County Cross Bank in New York City, 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 in-
 terest on said note from date to maturity is to be paid semi-annually,
 on the 20th day of March and of September in each year, and is specified
 by interest notes or coupons, given date herewith, attached to the
 said note and payable at said County Cross Bank in New York City
 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 One Thousand 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 note mentioned,
 with the interest thereon, according to the tenor and effect of said
 note, 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, or if default
 shall be made in the agreement to keep said premises insured,
 as hereinafter set forth, then, in either of these cases, the whole of
 said sum mentioned in said note, together with the interest