

and to her heirs and assigns forever, all the following described piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit: The North East Quarter of Section No. Thirty-one (31) in Township No. Twelve (12) South, of Range No. Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred and Sixty (60) 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 her heirs and assigns, forever. And the said Isaac Still and Charlotte Still 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, her 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 Isaac Still and Charlotte Still are jointly indebted unto the said Emily M. Drury in the principal sum of Nine 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 Emily M. Drury to the said Isaac Still and Charlotte Still and secured to be paid by the certain promissory note of the said Isaac Still and Charlotte Still bearing even date herewith, payable to the order of the said Emily M. Drury in five (5) years from the date thereof at Kountze Bros. Bank in New York 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 4th 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 Kountze Bros. 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 Nine 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 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

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