Witnesseth, that the said party of the first part, for and in consideration of the sum of Seven Hundred Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described pieces and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lots Nos One Hundred and Fifty-nine (159) and One Hundred and Sixty (160) in Addition No Three (3), in that part of the City of Lawrence known formerly as North Lawrence. To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, unto the party of the second part and to his heirs and assigns forever. And the said Charles N. Heaton doth hereby covenant and agree, that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Charles N. Heaton is justly indebted unto the said J. S. Lamborn in the principal sum of Seven 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. S. Lamborn to the said Charles N. Heaton and secured to be paid by the certain promissory note of the said Charles N. Heaton bearing even date herewith, payable to the order of the said J. S. Lamborn in five (5) years from the date thereof, at Merchants' Nat'l Bank, Lawrence Kas. 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 January and of July 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 Merchants' Nat'l Bank, Lawrence, Kansas, 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 Seven Hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said party of the first part shall well and truly pay, or