

also five acres in the North East corner of the South East quarter of section No Twenty four (24) in Township No Thirteen (13) South, of Range No eleven (11) East, described as follows: Commencing on the North line of said Quar. Sec. at the North West corner of a piece of land conveyed to T. H. Edson on Feb 25, 1865, by Deed recorded in Book V, page 625, thence South on West line of said tract to bed of Wakarusa Creek, as it now runs, thence West in said bed to that point from which a parallel line run to said North line will make five acres of land, thence North to the North line of said Quar. Sec, thence East to beginning; less Rail Road right of way 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 J. B. Petefish 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 J. B. Petefish is justly indebted unto the said B. L. Petefish in the principal sum of Two hundred and 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 B. L. Petefish to the said J. B. Petefish and secured to be paid by the certain promissory note of the said J. B. Petefish bearing even date herewith, payable to the order of the said B. L. Petefish in two (2) years from the date thereof, at Lawrence, Kansas 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 semiannually, on the 30th day of May and of November in each and every year, and is specified by ten interest notes or coupons of even date herewith, attached to the said note and payable at said 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 Two hundred and Fifty 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 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 herein