

party of the second part, and unto its successors and assigns forever, all of the following described tract or parcel of land lying and being situated in the County of Douglas and State of Kansas to-wit: Lots numbered One (1) Two (2) Three (3) Four (4) and Five (5) in Block number Twenty (20) and Block numbered Twenty Two (22) a double block containing about Thirteen (13) acres. In the City of Decompton.

To have and to hold the same, With all and singular the rights, hereditaments and appurtenances thereunto belonging, or in anywise appertaining with any rights of dower, homestead and exemption, unto the said party of the second part, and its successors forever.

And the said parties of the first part do hereby covenant and agree with the said party of the second part, its successors and assigns, that they are lawfully seized of said premises in fee simple, that they have good right to grant, sell and convey the same as above conveyed, that said premises are free and clear of all liens and encumbrances whatever, that there are no unpaid taxes or assessments, nor claims or demands for work, labor or materials used in the construction of any building, machinery, improvements or repairs upon said premises, whether finished or in the process of construction on the same, that the said party of the second part, its successors and assigns, shall quietly and peaceably enjoy and possess said premises, and that said parties of the first part will warrant and defend the title to the same against all claims, liens or clouds whatsoever.

Provided Always, And this instrument is executed and delivered upon the following conditions, to-wit:

First That if the said Tanell University by its Board of Trustees parties of the first part, their heirs, executors, administrators or assigns shall well and truly pay, or cause to be paid to said National Building Loan and Protective Union, the party of the second part, its successors or assigns the sum of Eight thousand Dollars (\$8000.00) with five per cent interest per annum thereon and five per cent premium ^{per annum} thereon both before and after maturity, said interest and premium being payable monthly, on or before the last Saturday of each and every month, principal, interest and premium being payable at the office of the said National Building Loan and Protective Union, at Minneapolis Minnesota, according to the conditions of a certain promissory note, bearing even date herewith, for the said principal sum of Eight thousand Dollars (\$8000.00) executed by said parties of the first part to said party of the second part, being for the money loaned to said parties of the first part as members of said National Building Loan and Protective Union, the

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