covenant and agree that at the delivery hereof the said John S. McIntosh is the lawful owner of the premises above granted free and clear of all incumbrances and outstanding claims except the three tracts hereinafter specifically described, and that they will warrant and defend the same, except said three tracts, in the quiet and peaceable possession of said party of the second part, her successors and assigns forever, against the lawful claims of all persons whomsoever; and that said three tracts, to-wit, the south half (1/2) of the south-east quarter (1/4) of section eleven (11), and the north half (1/2) of the north-east quarter (1/4) of said section Fourteen (14), and the north-west quarter of the north-west quarter (1/4) of said section Thirteen (13) are free and clear of all incumbrances done or suffered by said parties of the first part, and that said parties of the first part will warrant and defend the title to said three tracts unto said party of the second part, her successors and assigns, against the lawful claims of all persons claiming by, through or under said parties of the first part. Provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit: First. The said parties of the first part are indebted unto said party of the second part in the principal sum of eleven thousand dollars ($11000.00), for the balance of the purchase price of the lands described in the conveyance clause of this instrument, said lands having been sold to the said John S. McIntosh by the said party of the second part, the said sum of eleven thousand dollars ($11000.00) being payable according to the tenor and effect of one (1) note executed and delivered by said parties of the first part for five thousand dollars ($5000.00), dated June 17th, 1903, and payable to the order of said party of the second part, due one (1) year after date with interest thereon from date until paid at the rate of seven (7) per cent per annum, payable semi-annually, and one (1) note executed and delivered by said parties of the first part for six thousand dollars ($6000.00) bearing date of June 17th, 1903, payable to the order of said party of the second part two (2) years after date with interest thereon from date until paid at the rate of seven (7) per cent per annum, payable semi-annually. Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises before the same are in default, and if not so paid said party of the second part or the legal holder or holders