possession of the 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 William T. Sinclair and Frank L. Sinclair his wife are justly indebted unto the said David G. Swaim in the principal sum of Three thousand five hundred ($3500 00/100) Dollars lawful money of the United States of America being for a loan thereof on the day and date hereof made by the said David G. Swaim to the said William T. Sinclair and Frank L. Sinclair and secured to be paid by a certain promissory note of the said William T. Sinclair and Frank L. Sinclair his wife bearing even date herewith payable to the order of the said David G. Swaim five years from the date thereof at the office of A. H. Foote in the City of Lawrence and State of Kansas with interest at the rate of seven per cent per annum from date until said principal sum is fully paid said interest to be paid annually on the Third day of July in each and every year said several installments of interest being further specified by five interest notes or coupons of even date herewith attached to the said note and payable at said office of A. H. Foote in the City of Lawrence Kansas And in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid at the time and place aforesaid then at the election of the legal holder of said note the said principal sum of three thousand five hundred Dollars with all the interest thereon shall at once become due and payable anything thereinbefore contained to the contrary notwithstanding such election to be made at any time after the expiration of three days without notice

Now if the said parties of the first part shall well and truly pay or cause to be paid the said sums of money in said notes mentioned with the interest thereon according to the tenor and effect of said notes then these presents shall be null and void But if any one of said sums 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