

West fr. part of the South West quarter of Section Twenty six (26), the West fr. part of the North West quarter (4) of Section Thirty five (35) and a strip fourteen (14) rods wide immediately east of and adjoining said last tract - described as fourteen (14) rods off west side of north west fr. quarter of Section No. Thirty five (35) all in Township No. Twelve (12) Range No. Twenty (20) and containing in all Two hundred and fifteen (215) acres more or less. 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 Eli A. Bennetfield and Emma Bennetfield, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable 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 Eli A. Bennetfield and Emma Bennetfield are justly indebted unto the said Henry M. Granger in the principal sum of Five Thousand Dollars lawful money of the United States of America, being for a loan thereof on the day and date hereof made by the said Henry M. Granger to the said Eli A. & Emma Bennetfield and secured to be paid by one certain promissory note of the said Eli A. Bennetfield and Emma Bennetfield, his wife, bearing even date herewith - payable to the order of the said Henry M. Granger five years from the date thereof at the office of National Bank in the City of Lawrence and State of Kansas with exchange on New York City with interest at the rate of seven (7) per cent per annum from date until said principal sum is fully paid said interest to be paid semi annually on the 15th days of May and November in each and every year said several installments of interest being further specified by ten interest notes or coupons of even date herewith attached to the said note and payable at said office of National Bank in the City of Lawrence Kansas with exchange on New York City. And in and by said promissory note it is agreed that if default be made in the payment