and according to platt thereof.
To Have and to Hold. The same, with the appurtenances thereto belonging, to the said second party, its successors and assigns Forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the above described premises, seized of a good and indefeasible estate of inheritance therein; that the same are free and clear of all incumbrances of whatever nature; that he has good right to sell the same, and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, against the lawful claims of all persons; and the said first party does hereby relinquish and convey all rights of homestead therein. This instrument is made, executed and delivered upon the following conditions, to wit:
First. The said first party agree to pay said second party, or order, the sum of two hundred and Seventy and no/100 Dollars, in Sixty equal monthly payments of Four and 50/100 Dollars ($4.50) each, according to the tenor and effect of a series of Sixty notes of even date herewith, numbered from No. 1 to No. 60, consecutively, and payable at the office of The State Bank of Lecompton, Lecompton, Kansas. No 1 being payable on the first day of January, 1906, and the remainder of said notes maturing and being payable, in their numerical order, one upon the first day of each succeeding month thereafter until all of said notes mature; note No. 60 being payable upon the first day of December, 1910. Said notes bear interest at the rate of ten per cent per annum after maturity.
Second. The said first party agree that if he shall fail to pay any of said notes for a period of thirty days after the same becomes due, then all of said series of notes remaining unpaid shall thereupon, and by reason of such default, become due and payable immediately, at the option of the legal holder thereof.
Third. The said first party agrees to pay all