

On the original instrument of the following in and to wit: Geo. M. Marsh and Geo. M. Beeder, Executors of the last will and testament of William F. Sinclair, deceased, do hereby assign and transfer to the said Henry Beiler all one eighth title and interest to the land and the means in said mortgage mentioned and described, in witness whereof we have hereunto set our hands and seals of office in the County of Southampton and State of Maryland this 30th day of June A.D. 1884.

Wm. H. Marsh exr
Geo. M. Beeder exr

Witness my hand and seal of office in the County of Southampton and State of Maryland this 30th day of June A.D. 1884.

Know all men by these presents that whereas the said William F. Sinclair justly indebted unto the said Wm. H. Marsh and Geo. M. Beeder in the principal sum of Two 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 Wm. H. Marsh and Geo. M. Beeder to the said William F. Sinclair and secured to be paid by two certain promissory notes of the said Wm. F. Sinclair bearing even date herewith payable to the order of the said Wm. H. Marsh and Geo. M. Beeder on or before one and two years from the date thereof at the Douglas County Bank 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 fully paid, said interest to be paid annually on the eleventh day of April in each and every year said several installments of interest being further specified by interest notes or coupons of even date herewith attached to each of said notes and payable at said Douglas County Bank in the City of Lawrence Kansas, And in and by said promissory notes 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 the election of the legal holder of said notes the said Wm. H. Marsh and Geo. M. Beeder shall at once make 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 sum of money and said note mentioned with the interest thereon according to the tenor and effect of said notes then these presents shall be null and void. But if said sum of money and 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 then in either of these cases the whole of said sum of all incumbrances and that he will warrant and defend the same in the same in the quiet and peaceable possession of the said parties of the second part their successors and assigns forever against all persons lawfully claiming the same.