

bargain sell convey and confirm unto the said party of the second part and to his heirs and assigns forever all of the following described tract piece or parcel of land lying and situate in the County of Douglas and State of Kansas to wit Lot number Thirteen (13) on New Hampshire Street in the City of Lawrence Douglas County Kansas. To have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption unto the said party of the second part; and to his heirs and assigns forever. And the said party of the first part 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 the lawful claims of all persons whomsoever. Provided Always, and this instrument is made executed and delivered upon the following conditions to wit;

First the said party of the first part are justly indebted unto the said party of the second part in the principal sum of Twelve Hundred Dollars lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said party of the first part and payable according to the tenor and effect of one certain real estate mortgage Bond numbered 2817 executed and delivered by the said party of the first part bearing date June 2^d 1884 and payable to the order of the said party of the second part on the first day of June A.D. 1889 at the Third National Bank in the City of New York with interest thereon if paid at maturity at the rate of eight per cent. per annum payable semi-annually on the first days of June and December in each year and twelve per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to the principal bond and of even date therewith payable to the order of the said party of the second part at the Third National Bank in the City of New York. It is agreed that in case the interest upon said principal bond or any of said coupons or any portion thereof shall remain unpaid for the space of ten days then at the