

char of all indebtedness, and that R. E. Allen & Alice M. Allen well consent and defend the same in the suit and, having the possession of said J. H. McElre the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided Always: And this instrument, in whole, executed and delivered, upon the following conditions to wit:

First: That R. E. Allen and Alice M. Allen are jointly indebted unto the said party of the second part in the principal sum of eight hundred dollars in gold coin of the United States of the present standard of weight and measure, being for a loan thereof made by the said party of the second part to the said R. E. Allen and Alice M. Allen and payable according to the tenor and effect of a certain negotiable promissory note — number of serial and delivered by the said party of the first part bearing date 21/1/1908 — payable to the order of said J. H. McElre one year after date at Twelve Mths; with interest thereon from date said maturity, at the rate of 8 per cent per annum payable annually on the — day of — and in each year, and — for and for annum after maturity, the installment of interest being further withheld by — one hundred and thirty principal note — — of some date thereof and payable to the order of said J. H. McElre Twelve Mths.

Second: Said party of the first part agree to pay all taxes and sundry notes or notes for said