are the lawful owners of the premises above granted, and seized and possessed in fee of an absolute and indefeasible estate of inheritance therein, that they have good right to sell and mortgage the same as aforesaid; that they have done no act to encumber said premises and that the same are free and clear of all encumbrances whatsoever except a mortgage (dated Jan 12th 1905 to L. W. Clapp for $850.00 and interest which is a prior and first lien to that hereby created, and that they will, and that their heirs, executors and administrators and assigns shall forever warrant and defend the same all and singular in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

And I, Cecilia Smith wife of the said John W. Smith for the consideration and purpose aforesaid, do hereby relinquish, quit claim, transfer and convey unto the said second party, its successors and assigns, all my right, claim or possibility of dower and homestead in and to said real estate forever.

Provided always, and this instrument is made, executed and delivered upon the following conditions to wit:

First, said John W. Smith and Cecilia Smith are justly indebted to the said party of the second part in the principal sum of two hundred and twenty five dollars and, payable according to the tenor and effect of one notes bearing even date