

the date and delivery thereof the said guardian, was lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said real estate and premises, that the same is free and chargeable in remembrance and notwithstanding that he, as such guardian, has a good right to sell and convey the same to the said party of the second part, and that the will and his heirs, executors, administrators and assigns shall forever remain and abide the title to and possession of said real estate unto the said party of the second part, his heirs, legal representatives, executors and assigns, against all lawful claims and demands whatsoever.

The foregoing conveyance is on condition that, whereas the said party of the first part is jointly indebted to the said party of the second part, as co-surety guardian, in the sum of three hundred and fifty (\$350.00) dollars for certain money loaned to said first party by second parties evidenced by one certain principal promissory note, executed by said party as co-guardian, to second parties as co-guardians of even date herewith, for three hundred and fifty (\$350.00) dollars, due April 21st, 1913, bearing interest at the rate of eight per cent per annum from date, until due and eight per cent per annum thereafter until said interest payable. Wherefore and wherefore credit is made of said principal