

with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of ~~entitlment~~^{title} thereunto free and clear of all incumbrances that he has good right to sell and convey said premises and that he will warrant and defend the same against the lawful claims of all persons.

This Deed is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars and interest thereon according to the terms of one certain Mortgage note and ten interest notes or Coupons this day executed by the said Lewis Day to wit Note No. 1 for Three Hundred Dollars due January 1st 1885 dated January 1881 payable to Harriet S. Osmond or order at the Merchants Bank Lawrence Kansas with interest payable semiannually on the first day of January in each year according to coupons attached to said note. The party of the first part further agree that he will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgagor or assigns and deliver the policy to the mortgagor as collateral security hitherto.

Now, If such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided or if default be made in the agreement to insure them this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable and in case of such default of any sum demanded to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns interest at the rate of 12 per cent per annum computed annually, on said principal note from the date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be ^{and} not exceed the legal rate of 12 per cent, but the party of the second part may pay any unpaid taxes charged against said property or insure said property if default be

Recorded ²⁰⁻¹⁵⁵²⁻¹² in the Office of the County Recorder of Deeds
March 22nd 1885

William J. McElroy, Clerk