free and clear of all incumbrances except one mortgage for $1,000 That they have good right to sell and convey said premises and that they will Warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars and interest thereon according to the terms of 24 certain mortgage notes and interest notes attached this day executed by the said J.H. Shimmons et al to wit Note No. 1 for Fifty Dollars due March 1st 1881 Note No. 2 for the remaining 24 notes for $50.00 Dollars each being due and payable on the 1st day of each and every month thereafter till all are paid All dated January 20 1881 payable to said Hathart and Sparr or order at the Douglas County Bank with interest at the rate of ten per cent per annum till paid according to the terms of said notes. The parties of the first part further agree that they will pay all taxes and assessments upon 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 mortgagee or assigns and deliver the policy to the mortgagee as collateral security hereto.

Now, if such payments be made as herein Specified this conveyance shall be void and all be released upon demand of the parties 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 then 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 covenanted 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 their assigns interest at the rate of 10 per cent per annum computed annually on said principal notes 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 10 percent but the parties of the second part may pay any unpaid taxes charged against said property or insure said property if default be made in keeping up insurance and may recover for all such payments with interest at 12 per cent in any suit for foreclosure of this Mortgage and it shall be lawful for the parties of the second part their executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part