and clear of all incumbrances: 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 Three Hundred Dollars and interest thereon, according to the terms of one certain mortgage note, and 12 interest notes or coupons this day executed by the said Jesse Whitman and Elizabeth Whitman to-wit: Note No. 1 for Three Hundred Dollars due May 1st 1884, all dated April 18th 1881 payable to Nathaniel Myrick or order, at the Merchants Bank of Lawrence Kansas with interest payable semi-annually on the first day of May and September in each year, according to coupons attached to said note. 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 payment be made as herein specified, this conveyance shall be void, and shall 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 three 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 made in keeping up insurance, and may recover for all such payments, with interest at twelve per cent, in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law.