ends of said described land, with the appurtenances and all the estate title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances that they have good right to sell and convey said premises and they will 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 Thirteen Hundred dollars and interest thereon according to the terms of 4 certain mortgage notes and — interest this day executed by the said Linda Staffle and H. C. Staffle to wit:

Note No. 1 for One hundred Dollars due October 10th 1882.

Note No 2 for Five Hundred Dollars due October 10th 1883.

Note No 3 for Three hundred and fifty Dollars due October 10th 1884.

Note No 4 for Three hundred and fifty Dollars due October 10th 1885.

all dated October 10th 1881 payable to John P. Hubbard or order at the National Bank of Lawrence Kansas with interest payable annually on the 10th day of October and — in each year according to said notes. The parties of the first further agree that they will pay all taxes and assessments on the said premises before they shall become delinquent and they will keep the building 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 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 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 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 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 appraisement waived or not at

The following is indorsed on the original instrument.