

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 as 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 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 therein according to the terms of one certain mortgage note and so interest note or coupons this day executed by the said George Thompson and Francis Thompson to wit:

Note No. 1 for Three Hundred Dollars due November 1st 1886, all dated November 1st 1881 payable to William H. Ward or order at the Merchants Bank of Lawrence Kansas with interest payable semi-annually on the first days of May and November 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 the said premises before they shall become delinquent.

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 note or any part thereof or any interest therein or if said taxes or assessments as provided 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 contracted 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 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 Appraisement mind or not at the option of the party of the

The mortgage described having been paid in full, this mortgage is hereby released and the same thereby made discharged. As witness my hand this 4th day of December 1885. Wm H Ward
Recorded December 8th 1885 at 10 o'clock AM
George Thompson

Copy of Deeds