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 except one Mortgage on Lot No. 6 Block 6 for $700 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 made and executed by the said J. H. Shimmons dated January 20th 1881 to wit:

Note no 1. for Fifty Dollars due March 1st 1881.

Note no. 2 for the remaining 23 notes for 50 Dollars each being due and payable on the first day of each and every month thereafter till all are paid all dated January 20 1881 payable to said Stalhart M. Spear or order at the Douglas County Bank with interest at the rate of ten per cent per annum till paid and according to the terms of said notes 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 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 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 any 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 per cent 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 10 per cent in any suit for foreclosure of this Mortgage and it sh

In consideration of full payment of the within mortgage I hereby release the same this May 25 day of 1881

R. M. Spear

Attest James Booth Reg of Deeds