

with the appurtenances and all the estate litle^{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 undivided fee simple estate of inheritance therein free and clear of all incumbrances except as hereinbefore stated.

This Grant is intended as a mortgage to secure the payment of some certain promissory note this day executed and delivered by the said parties of the first part to the said Crippen Law-rence & Co payable at Delia Kansas as follows to wit;

- Thirty dollars on the Twentieth day of September 1852
- Thirty dollars on the Twentieth day of March 1853
- Thirty dollars on the Twentieth day of September 1853
- Thirty dollars on the Twentieth day of March 1854
- Thirty dollars on the Twentieth day of September 1854
- Thirty dollars on the Twentieth day of March 1855
- Thirty dollars on the Twentieth day of September 1855
- Thirty dollars on the Twentieth day of March 1856
- Thirty dollars on the Twentieth day of September 1856
- Thirty dollars on the Twentieth day of March 1867.

with the interest thereon according to said promissory note to the said parties of the second part and this conveyance shall be void if such payment be made as is herein specified. And the parties of the first part agree to pay all taxes assessed on said premises before any penalties costs or interests shall accrue on account thereof. But if default be made by the parties of the first part in such payments or any part thereof or interest thereon, the taxes assessed on said premises by this conveyance shall become absolute and said promissory note and all taxes penalties costs and interest thereon which may have been paid by the parties of the second part or executors administrators or assigns shall at the option of the legal holder hereof at once become and be due and payable and the legal holder hereof shall be entitled to immediate possession of the above described premises and to receive the rents issues and profits arising therefrom ^{and it} shall be lawful for said parties of the second part their executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraised or unappraised hereby waived or not at the option of the parties