

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 Four Hundred Dollars and interest thereon according to the terms of one certain mortgage note and 20 interest notes or coupons this day executed by the said John B. Macy to wit:

Note No 1. for Four hundred Dollars due June 1st 1887

all dated May 27th 1882 payable to George Sackett or order at the Merchants Bank of Lawrence Kansas with interest payable semi-annually on the first days of June and December in each year according to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the 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 hereof. Now if such payments be made as therein specified the conveyance shall be void and shall be released upon demand of the party 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 the 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 computations that the total amount of interest collected shall be and not exceed the legal rate of 12 per cent but the party of second part may pay any unpaid taxes charged against said property or insure said property if default be made in keeping insurance and may recover for all such payments with interest twelve per cent in any suit for foreclosure of this mortgage and shall be lawful for the party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby given or any part thereof in the manner prescribed by law Appraisers named or not at the option of the party of the second part and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at twelve per cent per annum from the time of said default until paid together with the costs and charges