

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 except as hereinbefore stated.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said Joseph B. Rothrock & Catharine Rothrock to the said Grippen Lawrence & Co. payable at Salina Kansas in installments as follows to wit: Five Dollars on the 13<sup>th</sup> day of Dec. 1885. Five dollars on the 13<sup>th</sup> day of June 1886. Five dollars on the 13<sup>th</sup> day of Dec. 1886. Five Dollars on the 13<sup>th</sup> day of June 1887. Five dollars on the 13<sup>th</sup> day of Dec. 1887. Five dollars on the 13<sup>th</sup> day of June 1888. Five dollars on the 13<sup>th</sup> day of Dec. 1888. Five dollars on the 13<sup>th</sup> day of June 1889. Five dollars on the 13<sup>th</sup> day of Dec. 1889. Five dollars on the 13<sup>th</sup> day of June 1890 with the interest thereon according to the promissory note to the said parties of the second part and their assigns. And this conveyance shall be void if such payments be made as hereinbefore 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 the payment of the aforesaid note or any installment thereof or any part thereof when due or interest thereon according to the tenor of said note or the taxes assessed on said premises then this conveyance shall become absolute & said promissory note and all taxes penalties costs and interest thereon which may have been paid by the parties of the second part their executors administrators or assigns shall at the option of the <sup>legal</sup> holder hereof at once become 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 appraisement waived