

second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas as follows to-wit:

The East half of the Northwest quarter and the North half of the Southwest quarter of the Northwest quarter of Section thirteen (13) in Township thirteen (13) of Range twenty (20), with the appurtenances 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 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 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 thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said Parties of the first part to-wit:

Note No. 1, for Three hundred Dollars due January 1st 1891, all dated Dec. 19th 1885, payable to Edward Russell or order at the Merchants Bank of Lawrence Kans., with New York Exchange with interest, payable semi-annually, on the first days of July and January 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, 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 hereto.

Now, If such payments be made as herein specified this conveyance shall be void, and shall be released upon demand of the parties