

County and State, with the appurtenances and all the estate, title and interest of the said part of the of the first part therein. And the said Bertha C Rose and William A Rose 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 and do further expressly waive all benefit of Homestead provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statute in pursuance thereof. This Grant is intended as a mortgage to secure the payment of the sum of Three Hundred + Fifty one Dollars, according to the terms of One certain note this day executed and delivered by the said William A Rose + Bertha C Rose to the said M. H. Moore payable at The National Bank of Lawrence Kan as follows, to wit: Three Hundred + Fifty one dollars on the First day of March 1889 dollars on the day of 18 dollars on the day of 18 dollars on the day of 18 dollars on the day of 18 with the interest thereon, at 9% per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part, his 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 hereby waived or not, at the option of the party of the second