

first part therein. And the said Part-
ies of the First part do hereby cov-
enant and agree that at the delivery
hereof they are the lawful owners of
the premises above granted, and seiz-
ed of a good and indefeasible estate
of inheritance therein free and clear
of all encumbrances of every nature
and kind whatsoever.

This grant is intended as a mort-
gage to secure the payment of the
sum of Twelve hundred dollars accord-
ing to the terms of a certain promiss-
ory note this day executed and de-
livered by the said John W. Steetman
and Malinda Steetman to the said
party of the second part: payable six
months after date to the order of the
said A. Storm at the Merchants Bank
in Lawrence Kansas with interest at
10 p.c. until maturity and 12 p.c. after
maturity till paid and this conveyance
shall be void if such payments be
made as herein specified. But if
default be made in such payment,
or any part thereof, or interest hereon,
or the taxes, or if the insurance is
not kept up thereon, then this convey-
ance shall become absolute, and the
whole amount shall become due and
payable, and it shall be lawful for
the 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 sec-
ond part his executors, administrators
or assigns; and out of all the moneys
arising from such sales, to retain the
amount then due for principal and