

Section one (1) in Township thirteen (13) of Range seventeen (17) containing 80 acres

The parties of the first part reserve the right to pay off the \$600 loan June 1st 1889 or at any interest payment thereafter.

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 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; 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 Nine hundred Dollars and interest thereon, according to the terms of 2 certain mortgage notes and 16 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 June 1st 1889. Note No. 2 for Six hundred Dollars, due June 1st 1891 all dated May 27, 1886 payable to Edward Russell order, at the Merchants Bank of Lawrence Kansas with interest, payable semi-annually, on the first days of June and Dec in each year, according to coupons attached to said notes.

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.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties 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, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days