

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 Twelve hundred Dollars and interest thereon, according to the terms of three certain mortgage notes and eighteen interest notes or coupons, this day executed by the said Parties of the first part to wit:

Note No. 1. for Four hundred Dollars, due March 1st 1888.

Note No. 2. for Four hundred Dollars, due March 1st 1889.

Note No. 3. for Four hundred Dollars due March 1st 1890.

Note No. 3, for our hundred Dollars and no part thereof, all dated February 1st 1886, payable to Edward Russell or order, at the Merchants Bank of Lawrence Kans., with New York Exch. with interest, payable semiannually on the first days of March and September in each year, according to coupons attached to said notes. The parties of the first part further agree that they will keep the buildings 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 the same 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, or if default be made in the agreement to insure, 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 after the same becomes due, the said first parties agree to pay to said second party and his assigns, interest at the rate of twelve ¹² per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid.