

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 Five hundred Dollars and interest thereon, according to the terms of one certain mortgage note and interest notes or coupons, this day executed by the said Parties of the first part to-wit:

Note No. 1 for Five hundred Dollars, due September 1st 1888,

all dated July 31<sup>st</sup> 1886, payable to Edward <sup>and</sup> Russell or order, at the Merchants Bank of Lawrence Kansas, with N.Y. Exch with interest, payable semiannually, on the first days of March and September 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 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 covenant 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  $\frac{1}{2}$  per cent, per annum, computed annually on all