

and convey to the said parties of the second part, their heirs and assigns forever, all that tract or parcel of land, situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots number Eighty-one (81) Eighty three (83) and Eighty five (85) Baker Street Baldwin City Douglas County. Subject to a prior Mortgage to Krippen Lawrence & Co of Three hundred (\$00) Dollars

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, except as hereinbefore stated. This Grant is intended as a Mortgage to secure the payment of the sum of Forty five Dollars, according to the terms of one certain promissory note this day executed and delivered by the said John Davidson and Amanda C Davidson to the said Krippen, Lawrence & Co, payable at Salina, Kansas, in installments, as follows to-wit:

Four $\frac{5}{100}$ Dollars, on the 21st day of February 1887
 Four $\frac{5}{100}$ Dollars, on the 21st day of August 1887
 Four $\frac{5}{100}$ Dollars, on the 21st day of February 1888
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with the interest thereon, according to said promissory note, to said parties of the second part and their assigns. And this conveyance shall be void if such payments be made as is hereinbefore specified, And the parties of the first part agree to pay all taxes assessed on said premises before any penalties costs or interests shall accrue on account thereof. But if default be made by the parties of the first part in the payment