

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 state 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 Jewell & Kidder and Marion J. Kidder to the said Crippen, Lawrence & Co., payable at Salina, Kansas in installments, as follows, to-wit:

Four $\frac{50}{100}$ th Dollars, on the 25th day of February 1887

Four $\frac{50}{100}$ th Dollars, on the 25th day of August 1887

Four $\frac{50}{100}$ th Dollars, on the 25th day of February 1888

Four $\frac{50}{100}$ th Dollars, on the 25th day of August 1888

Four $\frac{50}{100}$ th Dollars, on the 25th day of February 1889

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Four $\frac{50}{100}$ th Dollars, on the 25th day of February 1891

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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 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 of the aforesaid note, or any installment thereof, or any part thereof when due, or interest thereon, according to the tenor of said note, or the the taxes assessed on said premises, then this conveyance shall become absolute, and said promissory note, and all taxes, penalties, costs and interest thereon, which may have been paid by the parties of the second part, their executors, administrators or assigns, shall,