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 encumbrances, except as hereinbefore stated.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Eighty Seven 50/100 Dollars, according to the terms of One certain promissory note this day executed and delivered by the said Justus Howell and Annette N. Howell to the said Crippen, Lawrence & Co., payable at Salina Kansas, in installments, as follows, to-wit:

Eighteen 75/100 Dollars, on the 20th day of May 1887
Eighteen 75/100 Dollars, on the 20th day of November 1887
Eighteen 75/100 Dollars, on the 20th day of May 1888
Eighteen 75/100 Dollars, on the 20th day of November 1888
Eighteen 75/100 Dollars, on the 20th day of May 1889
Eighteen 75/100 Dollars, on the 20th day of November 1889
Eighteen 75/100 Dollars, on the 20th day of May 1890
Eighteen 75/100 Dollars, on the 20th day of November 1890
Eighteen 75/100 Dollars, on the 20th day of May 1891
Eighteen 75/100 Dollars, on the 20th day of November 1891

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 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 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 at the option of the legal holder hereof, at once become and be due and payable, and the legal holder hereof shall be entitled to immediate possession of the above described premises, and to receive the rents, issues and profits arising therefrom, and it shall be lawful for said parties of the second part,