

The following is understood as the original instrument
To value need I do hereby call and assign this meeting of the
We thereunto F. V. McLean

Edward Russell

Recorded December 8th 1881 at 9 o'clock A.M.

of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he 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 Six hundred and twenty nine Dollars and interest thereon, according to the terms of 2 certain mortgage notes and seven interest notes or coupons this day executed by the said James C. Byer as part of the purchase money for said 80 acres. to wit

Note No. 1. for ³ three hundred Dollars, due December 1st, 1887.

Note No. 2. for Three hundred and twenty nine Dollars, due December

1st 1888. all dated December 1st 1886, payable to Adam

Holsburg or order, at the Merchants National Bank in

Lawrence Kans. with N. Y. Exchange with interest payable

semi-annually, on the first days of June and December

in each year, according to coupons attached to said notes

2^d The party of the first part further agrees that he 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, the

conveyance shall be void, and shall be released upon
 payment of the first part. But if default

demand of the party of the first part. But if defendant

be made in the payment of said principal sum, or any part thereof or interest thereon or of said taxes or

Part thereof, or any interest thereon, or of said taxes or
charges to be provided, or if default be made in the

to insure then this conveyance shall become

...and the whole of said principal and interest-

shall immediately become due and payable at the

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 12 per cent. per annum;