

assigns forever. And the said Henry B. Asher and Mollie E. Asher his wife 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, and that they will Warrant and Defend the same in the quiet and peaceable possession of the said party of the second part, her heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Henry B. Asher and Mollie E. Asher are justly indebted unto the said Sarah Perry in the principal sum of twenty four hundred and Seventy five Dollars, lawful money of the United States of America, being for purchase money of said land purchased on the day and date hereof, by the said Henry B. Asher and Mollie E. Asher his wife from the said Sarah Perry and Aaron Perry her husband and secured to be paid by a certain promissory note of the said Henry B. Asher and Mollie E. Asher bearing even date herewith, payable to the order of the said Sarah Perry on or before the first day of August 1897 with interest at the rate of six per cent. per annum, from the first day of April 1887 until paid, said interest to be paid semi-annually, on the first day of October and of April in each and every year, said principal to be paid in monthly payments of twenty dollars each commencing May first 1887 and to be paid in full by August 1st 1897 in the City of Lawrence, Kansas, and in and by said promissory note and this mortgage it is agreed that if default be made in the payment of any one of the installments of interest aforesaid, at the time and place aforesaid, then at the election of the legal holder of said note the said principal sum unpaid at the time with all the interest thereon, shall at once become due and payable, anything thereinbefore contained to the contrary notwithstanding, such election to be made at any time after the expiration of three days, without notice. Now, if the said parties of the first part shall well and truly pay, or cause to be paid, the said sum of