

grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

20 acres in the northeast corner of Sec. 16 in Town 14 of R 19, this day conveyed by said Eyer and wife to the parties of the first part and 84 acres, more or less, in the SE $\frac{1}{4}$ of Sec 9, in same Township and Range as aforesaid, also this day conveyed by said Eyer and wife to parties of the first part - and for more complete description of the property herewith mortgaged see said deed and this mortgage is hereby declared to be a purchase money lien

with the appurtenances and all the estate, title and interest of the said parties of the first part therein above granted, and seized of a good and indefeasible estate of inheritance therein, that they have good right to sell and convey said premises, subject however to a prior mortgage for \$700 of this date, made to Edward Russell and for \$500 also now to said Russell. This Grant is intended as a mortgage to secure the payment of the sum of one thousand dollars according to the terms of five certain mortgage notes this day executed by the said Josiah Band Henry Rinehart all dated July 22 1887, payable to George Eyer or order, at the Merchants National Bank in Lawrence, Kansas, with New York Exchange.

Now, if such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon or in the taxes or assessments, or if default be made in the payments upon the first mortgage, or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted