

ance 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 Thirty Seven $\frac{75}{100}$ Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Charles b. Smith and Elizabeth Smith to the said Crispen, Lawrence & Co., payable at Salina, Kansas, in installments, as follows, to wit:

Three $\frac{75}{100}$ Dollars, on the 17th day of November 1887

Three $\frac{75}{100}$ Dollars, on the 17th day of May 1888

Three $\frac{75}{100}$ Dollars, on the 17th day of November 1888

Three $\frac{75}{100}$ Dollars, on the 17th day of May 1889

Three $\frac{75}{100}$ Dollars, on the 17th day of November 1889

Three $\frac{75}{100}$ Dollars, on the 17th day of May 1890

Three $\frac{75}{100}$ Dollars, on the 17th day of November 1890

Three $\frac{75}{100}$ Dollars, on the 17th day of May 1891

Three $\frac{75}{100}$ Dollars, on the 17th day of November 1891

Three $\frac{75}{100}$ Dollars, on the 17th day of May 1892

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 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, their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law. appraisement waived; and out of all the money arising from such sale, to retain the amount then due, or to become due according to the conditions