

South to beginning. Also except all said quarter section lying North  
 and West of said Wakarusa Creek East of the 6<sup>th</sup> P.M. and  
 containing Two Hundred (200) acres more or less.  
 with the appurtenances, and all the estate, title and interest of the  
 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 incumbrances, and that they will Warrant and Defend the  
 same against all claims whatsoever. This Grant is intended as a  
 Mortgage to secure the payment of the sum of Fourteen Hundred  
 and Fifty Dollars, according to the terms of one certain promissory  
 bond made by the said Daniel Quirk and Polina G. Quirk to  
 the parties of the second part. Said promissory bond being given for  
 the sum of Fourteen Hundred and Fifty Dollars, dated March 1<sup>st</sup>  
 1887 due and payable in five years from the date thereof, with  
 interest thereon, payable semi annually from the date thereof,  
 until paid, according to the terms of said promissory bond and  
 ten certain coupons thereto attached, And this conveyance shall  
 be void if such payments be made as in said promissory bond  
 and coupons thereto attached, and as hereinafter specified. And  
 the parties of the first part hereby agree to pay all taxes  
 assessed on said premises before any penalties, cost or interest  
 shall accrue on account thereof and to insure and keep said  
 premises insured in favor of parties of the second part or their  
 assigns in a sum not less than        Dollars, in some insurance  
 companies satisfactory to the legal holder of this mortgage and  
 to deposit with him all policies of insurance carried on said  
 premises and to cause all renewal receipts to be made and  
 deposited in like manner, at least ten days before the expiration  
 of the policies renewed, in default whereof the parties of the  
 second part, their executors, administrators or assigns, may pay the  
 taxes, penalties, costs and interest and insure the same at the  
 expense of the parties of the first part, and the amount of such  
 taxes, penalties, costs, interest, and insurance, shall, from the  
 payment thereof, become an additional lien under this  
 mortgage upon the above described premises, and shall bear  
 interest at the rate of twelve per cent. per annum. But if default  
 be made by the parties of the first part, in such payments, or any  
 part thereof, or interest thereon, or the taxes assessed on said  
 premises, or the insurance thereon, or upon the commission of waste,  
 then this conveyance shall become absolute, and said promissory