

the District
 Court of Douglas County, Kansas, being cause No 7517 in said Court,
 wherein the Western Nat'l Bank was plaintiff and Jane E. Mifflin
 et al were defendants. Judgment was rendered on the 24th day of
 Feb'y, 1902, and is entered in Journal "B" of said Court page 291, 292, 293.
 A duplicate of said Court Order is attached to this instrument.

The grantors herein reserve the right to pay \$500⁰⁰ or any multiple thereof upon the principal of the notes hereby secured July 1st in any year.

with the appurtenances, and all the estate, title and interest of the said 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 estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve thousand five hundred Dollars, and interest thereon, according to the terms of two certain mortgage notes and interest notes or coupons, this day executed by the said Jane E. Mifflin and David Mifflin to wit:

Note No. 1. for Ten thousand Dollars, due July 1st, 1892.
 Note No. 2. for Twenty five hundred Dollars, due July 1st, 1890.
 all dated July 18th 1887, payable to Edward Russell, or order,
 at the Importers and Traders National Bank, New York City.
 No. 4., with interest payable semi-annually on the first days of January and July in each year, according to coupons attached to said notes. The parties of the first part further agree that they 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 for \$ 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, 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 of said taxes, or assessments, as provided, or if default be made in the agreement to insure, 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 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,