

Fourteen (14) of Range Eighteen (18) and containing 1040 acres more or less according to U.S. Survey.

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 \$12,500 of this date, made to Edward Russell Lawrence Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty Dollars according to the terms of one certain mortgage notes with coupons attach for interest this day executed by the said parties of the first part all dated July, 18th 1887, payable to V. J. Hayward or order, at the Merchants National Bank in Lawrence, Kansas, with New York Exchange. 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 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 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, interest at the rate of 12 percent per annum computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed the legal rate of 12 per cent; but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage, and may

The following is a copy of the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As Witness My Hand This 6th day of January 1891.

Recorded Jan. 29, 1891 at 10 o'clock A.M. Given to V. J. Hayward by Edward Russell Lawrence Attorney in fact. By V. J. Hayward V. J. Hayward Register of Deeds. By C. W. Carmean Deputy.