

the distinct agreement and consent of the grantee herein that in case the grantor his heirs or legal representatives should fail to pay said first lien at maturity, that he may be privileged to have extended the time of payment of same, or make a new loan to pay the same which shall be considered a first lien, or lien taking precedence of this Indenture. Provided That said extension shall not extend more than five years from said August 1, 1888, and provided further that said first lien shall at no time exceed (\$650.00) principal debt nor exceed the rate of interest which said first lien now bears, with the appurtenances and all the estate, title & interest of the said party of the first therein. And the said A.A. Kelsey doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Excepting as above set forth.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, according to the terms of a certain promissory note this day executed by the said A.A. Kelsey to the said party of the second part: of which the following is a copy

\$1000.00 Overbrook Kansas Feb. 25, 1888 - Eight years after date I promise to pay to the order of James Adams, One Thousand Dollars, at Overbrook Kansas. Value recd with interest at six per cent per annum from date until paid. Interest payable January 1st 1889 and on that day annually thereafter under forfeitures in Mortgage recited A.A. Kelsey.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof and it shall be lawful for said party of the second part, his executors administrators and assigns, at anytime thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, "appraisement waived;" and out of all money arising from such sale, to retain the amount then unpaid of principal and interest, together