the receipt whereof is hereby acknowledged has granted bargained and sold and by these presents does grant bargain sell convey and confirm unto the said party of the second part and its successors and assigns forever all the following described tract, piece, or parcel of land lying and situate in the County of Douglas and State of Kansas to wit: Lots Three (3) Four (4) and Five (5) in Block Eighty Six (86) in that part of Baldwin City formerly called Palmyra.

To Have and to Hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, its successors and assigns forever. And the said party of the first part does 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 and that he will Warrant and Defend the same in the quiet and peaceable possession of the said party of the second part its successors and assigns forever against the lawful claims of all persons whomsoever.

Provided always and this instrument is made executed and delivered upon the following conditions to wit: First The said party of the first part is justly indebted unto the said party of the second part in the principal sum of Three Hundred Dollars lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said party of the first part and payable according to the tenor and effect of a certain Real Estate Mortgage Bond numbered 9483 executed and delivered by the said party of the first part bearing date May 1st 1888 and payable to the order of said party of the second part the first day of May A.D. 1893 at the third National Bank in the City of New York. with interest thereon if paid at maturity at the rate of Eight per cent per annum payable semi-annually on the first days of May and November in each year and twelve percent per annum after maturity the installments of interest being further evidenced by ten Coupons attached to the principal bond and of even date therewith payable to the order of the said party of the second part at the Third National Bank in the City of New York.

It is agreed that in case the interest upon said principal bond or any of said Coupons or any portion thereof shall remain unpaid for the space of ten days, then at the election of said party of the second part the whole amount of said bond together with all accrued interest and all the sums of money secured by this Mortgage deed shall become at once due and payable without notice and may be collected