

ship Thirteen (13) Range Twenty (20) Containing Twenty Acres More or
 less in Douglas Co Kansas, with the appurtenances, and all the estate,
 title and interest of the said parties of the first part therein and the
 said William M. Clarke and Ellen A. Clarke do hereby covenant & 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 inher-
 itance 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 Five hundred Dollars, according to the terms of one certain promiss-
 ory note this day executed by the said William M. Clarke and Ellen A.
 Clarke to the said party of the second part, said note being given for
 the sum of Five hundred Dollars, dated Oct. 31, 1888 due and payable in
 Three years from the date thereof, with interest thereon from the date
 thereof until paid, according to the terms of said note and coupons
 thereto attached And this conveyance shall be void if such payments
 be made as in said note and coupons thereto attached, and as is
 hereinafter specified And the said parties of the first part hereby
 agree to pay all taxes assessed on said premises before any penalties
 or costs shall accrue on account thereof, and to keep the said prem-
 ises insured in favor of the said mortgage, in the sum of Three
 hundred Dollars, in some insurance company satisfactory to
 said mortgage, in default whereof the said mortgage may pay
 the taxes and accruing penalties, interest and costs, and secure
 the same at the expense of the parties of the first part, and the
 expense of such taxes and accruing penalties, interest and costs, and
 insurance, shall from the payment thereof, be and 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 in such payments, or any part
 thereof, or interest thereon, or the taxes assessed on said premises,
 or if the insurance is not kept up thereon, then this conveyance
 shall become absolute, and the whole principal of said note and
 interest thereon, and all taxes and accruing penalties interest
 and costs thereon remaining unpaid or which may have been paid
 by the party of the second part, and all sums paid by the party of
 the second part for insurance, shall be due and payable or
 not, at the option of the party of the second part; and it shall be
 lawful for the party of the second part, his executors, administrators
 and assigns, at any time thereafter, to sell the premises hereby
 granted, or any part thereof, in the manner prescribed by law;
 appraisement hereby waived or not, at the option of the party