first part, and Edward Russell, Lawrence, Kansas, of the second part,

Witnesseth, That the party of the first part, in consideration of the sum of Two hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots One (1) and Two (2) in Block Fifteen (15) in the town of Lecompton.

(This mortgage is hereby declared to be executed as part payment upon the purchase money for the lots above described) with the appurtenances and all the estate, title and interest of the said party of the first part therein. 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; that he has good right to sell and convey said premises; and that he will Warrant and Defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and 3 interest notes or coupons, this day executed by the said J. C. Lawrence, as purchase money to wit:

Note No. 1, for Two hundred Dollars, due November 1st (on or before), 1891

Note No. 2, for Dollars, due , 18

Note No. 3, for Dollars, due , 18

all dated Oct 31st 1888, payable to Russell & Metcalf, or order, at the Importers and Traders National Bank, New York City, N.Y.

with interest payable semi-annually on the first day of November and in each year, according to coupons attached to said note. The party of the first part further agrees that will 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 $200.00 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 party 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 agre-