

of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the parties of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Lots numbered Seventy two (72) and Seventy four (74) on Chapel Street in Baldwin City with the appurtenances, and all the estate, title and interest of the parties of the first part therein. And the said parties of the first part, do hereby covenant and 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 inheritance 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 Two Hundred Dollars, according to the terms of one certain promissory bond made by the said Benjamin F. Cargay & Alice C. Cargay to the parties of the second part. Said promissory bond being given for the sum of Two Hundred Dollars, dated March 8th 1889 due and payable in five years from the date thereof, with interest thereon payable semi annually from the date thereof until paid, according to the terms of said promissory bond and ten certain coupons thereto attached. And this conveyance shall be void if such payments be made as in said promissory bond and coupons thereto attached, and as hereinafter specified. And the parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties, cost or interest shall accrue on account thereof, and to insure and keep said premises insured in favor of the parties of the second part or their assigns in a sum not less than Three Hundred Dollars, in some insurance companies satisfactory to the legal holder of this mortgage and to deposit with him all policies of insurance carried on said premises and to cause all renewal receipts to be made and deposited in like manner, at least ten days before the expiration of the policies renewed, in default whereof the parties of the second part, their executors, administrators, or assigns may pay the taxes, penalties, costs and interest and insure the same at the expense of the parties of the first part, and the amount of such taxes, penalties, costs, interest, and insurance, shall, from the payment thereof, 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 by the parties of the first part, in such payments, or any part thereof, or interest thereon, or the taxes assessed on said premises, or the insurance thereon, or upon the commission of waste, then this conveyance shall become absolute, and said promissory bond and interest thereon, and all taxes, penalties, costs, and interest thereon and insurance premiums which may have been paid by the parties of