

(14) in Township Fifteen (15) South of Range Seventeen (17) East of the
 6th P.M. ^{as} Containing Eighty (80) acres more or less subject to a prior
 mortgage to Crippen Lawrence & Co., for Three hundred \$300 Dollars with the
 appurtenances, and all the estate, title and interest of the said 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 incumbrance, except as herein
 before stated. This Grant is intended as a Mortgage to secure the payment
 of the sum of Thirty Dollars, according to the terms of one certain prom-
 issory note this day executed and delivered by the said John Cargay and
 Elizabeth Cargay to the said Crippen, Lawrence & Co., payable at Salina
 Kansas, in installments, as follows, to wit: Three Dollars on the 8th day
 of September 1894. Three Dollars on the 8th day of March 1890. Three Dollars
 on the 8th day of September 1890. Three Dollars on the 8th day of March 1891.
 Three Dollars on the 8th day of September 1891. Three Dollars on the 8th day of
 March 1892. Three Dollars on the 8th day of September 1892. Three Dollars on
 the 8th day of March 1893. Three Dollars on the 8th day of September 1893. Three
 Dollars on the 8th day of March 1894 with the interest thereon, according to
 said promissory note to said parties of the second part, and their assigns.
 And this conveyance shall be void if such payments be made as hereinbefore
 specified. And the parties of the first part agree to pay all taxes accrued
 on said premises before any penalties, costs or interest shall accrue on account
 thereof. But if default be made by the parties of the first part in the pay-
 ment of the aforesaid note, or any installment thereof, or any part thereof
 when due, or interest thereon, according to the tenor of said note, or the
 taxes accrued on said premises, then this conveyance shall become absolute,
 and said promissory note, and all taxes, penalties, costs and interest thereon,
 which may have been paid by the parties of the second part, their executors,
 administrators or assigns, shall, at the option of the legal holder hereof, at
 once become and be due and payable, and the legal holder hereof shall be
 entitled to immediate possession of the above described premises, and to
 receive the rents, issues and profits arising therefrom, and it shall be lawful
 for said parties of the second part, their 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 waived; and out of all
 the moneys arising from such sale, to retain the amount then due, or to
 become due, according to the conditions of this indenture, together with the
 costs and charges of making such sale, and the overplus, if any there be,
 shall be paid by the parties making such sale, on demand, to the said
 parties of the first part, their heirs and assigns. The parties of the first part,

This Deed is enclosed on the original instrument
 The amount described note is paid and this mortgage is hereby
 released this 12th day of March 1894.

Crippen Lawrence & Co
 by J. J. Butteraw
 Partner

Recorded May 12th 1894
 B. B. Morris
 Recorder