

of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The East half of Section No. Thirty three (33) and the South West Quarter of Section No. Twenty seven (27) both in Township No. Fourteen (14) of Range No. Eighteen (18) And also the South West Quarter of the North West Quarter of Section No. Thirteen (13) and the North half of the South East Quarter of Section No. Ten (10) both in Township No. Fifteen (15) of Range No. Eighteen (18) being six hundred (600) acres of land 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 claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Twenty four hundred Dollars and interest thereon, according to the terms of one certain mortgage note and five interest notes or coupons, this day executed by the said Party of the first part to-wit: Note No. 1, for Twenty four hundred Dollars due January first 1894 all dated August 1st 1889 payable to Russell & Metcalf or order, at the Importers & Traders National Bank of New York City with interest payable annually on the first day of January in each year, according to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent;

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, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due the said first parties agree to pay to said second party and his assigns, interest at the rate of ten per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent.; but the party of