Forty Acres More or less with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James White does hereby covenant and agree that at the delivery hereof he 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, and that he 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 Four Hundred Dollars, according to the terms of one certain promissory note this day executed by the said James White to the said party of the second part. Said note being given for the sum of Four Hundred Dollars dated Sept. 24th 1889 due and payable in Five 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 party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Four Hundred Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party 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 and 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 of the second part his executors, administrators or assigns; 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 instrument, together with the costs and charges of mak-

The following is endorsed on the original instrument

For and in consideration of Four hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged, the mortgagee within named, hereby assign and transfer to Daniel H. Blaney or his assigns, the debt by the within mortgage secured, and all his right title and interest in and to the Lands and tenements in said mortgage mentioned and described.

E. J. Parker

Signed in Presence of John M. Newlin a Notary Public in and for the County of Douglas and State of Kansas.

(L.S.) My Com. Ex Apr. 25th 1891

John M. Newlin N.P.

Recorded Oct 26, 1889 at 11 o'clock A.M.

[signature] Register of Deeds