vey said premises, and that they 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 Three hundred and fifty 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 parties of the first part to wit:

Note No. 1, for Three hundred and fifty Dollars, due November 1st 1891 all dated November 1st 1889, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N.Y., with interest payable semi-annually on the first days of May and November in each year, according to coupons attached to said note. The parties of the first part further agree that they 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 parties 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 10 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 10 per cent; but the party of the second part may pay any unpaid taxes charged against said property, and may recover for all such payments, with interest at ten per cent, in any suit for foreclosure of this mortgage; 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 Waived or not, at the option of the party of the second part, 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, and interest at ten per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale, and a reasonable attorney's fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year

The following is endorsed on the original instrument
For value Received I hereby sell and assign this Mortgage and the note therein described to Nathaniel Myrick
As witness my hand at Lawrence Kansas this 13th day of December A.D. 1889
Edward Russell
State of Kansas County of Douglas S.S.
On this 13th day of December 1889 before me a Notary Public in and for said County and State came Edward Russell to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof
In Witness whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written
Wilder S. Metcalf Notary Public
My commission expires on the 28th day of Jan 1892
Recorded December 18th 1889 at 5:10 O'clock P.M.
Ames Brooks Register of Deeds