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 covenants and agrees 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 Three hundred and twenty five Dollars, and interest thereon, according to the terms of one certain mortgage note and 2 interest notes or coupons; this day executed by the said party of the first part and George W. Cornell to wit: Note No. 1, for Three hundred & twenty five Dollars due on or before May 1st, 1892, with the right to pay at any time any part of said note by paying 30 days extra interest all dated May 1st 1890, payable to Edward Russell, or order, at the Lawrence National Bank in Lawrence Kans. with N. Y. Exchange, with interest payable annually on the first day of May 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 party agrees 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 an-