

convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Commencing at Northwest corner of the Southeast Quarter of Section Thirty-two (32) in Township Twelve (12) of Range Twenty (20), thence east along the north line of said quarter section 60 rods and $\frac{5}{16}$ ft. thence South 36 rods and $9\frac{1}{2}$ ft. to a stone in north boundary of the Right of Way of the A. T. and S. F. R. R. Co., thence west along the north boundary of said Right of way 23 $\frac{5}{16}$ Rods, thence south to the south line of the Northwest quarter of said Southeast quarter, thence west to west line of said Southeast quarter, thence north to the place of beginning 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 incumbrances, that they have good right to sell and convey 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 One thousand Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for One thousand Dollars, due March 1st, 1896, all dated February 20th, 1891, payable to Russell and Metcalf, or order, at the Importers and Exports National Bank, New York City, N. Y., with interest payable semi-annually on the first days of March and September 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, and they will keep the buildings on said property insured for \$1000⁰⁰ in some approved Insurance Company, payable in case of loss, to the mortgage or assigns, and deliver the policy to the mortgagee, as collateral security, hereto.

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, or if default be made in the agreement to insure, 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