

defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred (\$400) Dollars due and payable in one, two, three and four years from date thereof, with interest thereon from date at 7 per cent per annum, according to the terms of 4 certain promissory notes this day executed and delivered by said L. L. McKinzie and wife to the said party of the second part; and this conveyance shall be void if such payment be made as in said notes and in this instrument specified. The said \$400.00 is for purchase money.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or her assigns, in the sum of Four Hundred (\$400) Dollars in some responsible <sup>insurance</sup> company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in the payment of said notes, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said notes and the interest thereon, and all taxes and insurance paid by said second party or her assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part her executors, administrators, or 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, her executors, administrators, or assigns and out of all the moneys arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said L. L. McKinzie his heirs or assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness

A. H. Howard

State of Kansas, Douglas County, ss.

L. L. McKinzie

Ada A. McKinzie

(seals)

(seals)

the following is endorsed on the original instrument