

thereafter all the interest on all the unpaid principal of purchase money which shall then have accrued shall then be payable together with the instalment of \$200⁰⁰ of principal money then falling due, and so on as to the succeeding instalments of principal and all the accrued interest on all the unpaid principal at the end of each successive year thereafter to be then payable, until all the principal and all the interest shall be fully paid off and discharged, with waiver of the homestead, and with the agreement that if default be made in any of the payments of principal or interest when the same becomes due and payable Edward L. Brown may at his option any time thereafter treat all unpaid principal and such interest as may then have accrued as due and payable, and proceed to enforce the security for the payment provided by this mortgage deed time being of the essence of the agreement between the parties.

And J. I. Johnson hereby covenants that he will pay when the same becomes due and payable all taxes and assessments on said land, when the same shall become due and payable after the year 1891, the taxes and assessments of the present year being paid by Edward L. Brown and if default be made in the payment then the same may be paid by Edward L. Brown and be collected by him from J. I. Anderson with the instalment of principal and interest next falling due thereafter, and J. I. Anderson further covenants that such portion of said land as may be cleared of the growing trees in any one year shall in the next succeeding year be cultivated in some of the staple crops of the country, and if default be made in thus cultivating it, then Edward L. Brown may at his option treat all unpaid principal and the interest which may then have accrued as due and payable.

In consideration of the premises and of one dollar to the said J. I. Anderson in hand paid, he hereby grants and conveys to Edward L. Brown the South half of the North East $(\frac{1}{4})$ of Section (33) Thirty three of Township (13) Thirteen of Range (18) Eighteen, in Douglas County Kansas, to have and to hold the same to him the said Edward L. Brown, his heirs, Executors and assigns forever; On condition that if the said J. I. Anderson shall well and truly make the payments and keep and perform the conditions and covenants in said bond and in this deed provided then this mortgage deed shall be null and void or else remain in full force and virtue.

In Testimony whereof J. I. Anderson hereunto sets his hand and affixes his seal the day and year first above written.

J. I. Anderson



State of Kansas, Douglas County, ss.