scribed land, with the 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 covenant and agree 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; that he has good right to sell and convey said premises, subject however to a prior mortgage for $600.00 made to Edward Russell and recorded in Book T of Mortgage Record at page 169. This Grant is intended as a Mortgage to secure the payment of the sum of Sixteen Hundred Dollars, according to the terms of one certain mortgage notes bearing interest from Jan 1st 1892 at seven per cent per annum this day executed by the said Party of the first part all dated August 11th 1891, payable Moses McMillen or order, at the Lawrence National Bank Lawrence Kansas. Now, If such payment be made as herein specified, this conveyance shall void, and shall be released upon demand of the party of the first part. But default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or in the taxes or assessments, or if default made in the payments upon the first mortgage or any agreement therein 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 notes from the date thereof to the time when the money shall be actually paid and any payment 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 the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage, 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 fees for the foreclosure of this mortgage, to be taxed as other costs in the suit.

The following is indorsed on original Instrument.
The note herein described having been paid in full this Mortgage is hereby released and the lien thereby created discharged.
As Witness my hand, this 29 day of December 1896
Moses McMillen

Recorded Dec. 29 1896.
James Brooks Register of Deeds
By Fred ... Deputy