

for stated. This grant is intended as a mortgage to secure the payment of the sum of thirty Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Erhard Upkle and Mary Upkle to the said Crippen, Lawrence & Co., payable at Salina, Kansas, in installments, as follows, to wit:

Three Dollars, on the 14th day of February 1892.

Three Dollars, on the 14th day of August 1892

Three Dollars, on the 14th day of February 1893

Three Dollars, on the 14th day of August 1893

Three Dollars, on the 14th day of February 1894

Three Dollars, on the 14th day of August 1894

Three Dollars, on the 14th day of February 1895

Three Dollars, on the 14th day of August 1895

Three Dollars, on the 14th day of February 1896

Three Dollars, on the 14th day of August 1896

with the interest thereon, according to said promissory note, to said parties of the second part, and their assigns. And this conveyance shall be void if such payments be made as herein before specified. And the parties of the first part agree to pay all taxes assessed on said premises before any penalties, costs or interests shall accrue on account thereof. But if default be made by the parties of the first part in the payment of the aforesaid note, or any installment thereof, or any part thereof when due, or interest thereon, according to the tenor of said note, or the taxes assessed on said premises, then this conveyance shall become absolute and said promissory note, and all taxes, penalties, costs and interest thereon, which may have been paid by the parties of the second part, their executors, administrators or assigns, shall, at once become matured and be due and payable, and shall draw interest from maturity at ten per cent. per annum payable semiannually, and the legal holder thereof shall be entitled to immediate possession of the above described premises, and to receive the rents, issues and profits arising therefrom, and it shall be lawful for said parties of the second part, their 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; and out of all the money arising from such sale, to retain the amount then due, or to become due according to the conditions of this indenture, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part, their heirs and assigns. The parties of the first part, their legal representatives or assigns, hereby agree to pay all fees for record of the assign-