against the lawful claims of all persons.
This Grant is intended as a mortgage to secure the payment of the sum of Five Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and five interest notes or coupons, this day executed by the said Parties of the first part to wit: Note No. 1, for Five Hundred Dollars, due January first, 1897 all dated January 2nd 1892, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N. Y. with interest payable annually on the first days of January 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;
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, 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 their assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments 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 percent; but the parties of the second part may pay any unpaid taxes charged against said property, and may recover for all such payments, with interest at ten percent, in any suit for foreclosure of this mortgage; and it shall be lawful for the 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 or not, at the option of the parties 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 attorneys fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.
In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

F. M. Clark (Seal)
Josephine B. Clark (Seal)

State of Kansas,
County of Douglas } ss.
Be it Remembered, that on this 15th day of Jany. A.D. 1892 before me a Notary Public

The following is indorsed on Original Instrument.
Lawrence, Kans, March 6th 1897.
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
Russell & Metcalf By
Wilder S. Metcalf Partner
Recorded March 8 1897
Fred Brooks
Register of Deeds
Deputy