

part, and J. D. Bowersock of Lawrence Kansas of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of ten thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The north west fractional quarter of section one (1) containing $161\frac{1}{4}\%$ acres more or less; also the north east fractional quarter of section two (2) containing $162\frac{2}{3}\%$ acres more or less; also the west one hundred (100) acres of the south east quarter of section two (2); also the north one hundred and twenty seven (127) acres of the south east quarter of section three (3), all of said lands being in township fifteen (15) South, of range twenty (20) East of the 6th CM. the last named 127 acres being now mortgaged for \$1000.00 to Henry By, by mortgage dated March 11th 1886 recorded in Book 12 of mortgages, page 402, and this mortgage, as to said tract of 127 acres, is subject and second to said mortgage, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein and the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of ten thousand (\$10,000.00) Dollars, due and payable in twelve months from date thereof, with interest thereon from this date at ten per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Edmund E. Eaton and Harry E. Eaton to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

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 part or his assigns, in the sum of four thousand (\$4,000.00) Dollars, in some responsible insurance 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 twelve per cent per annum. But if default be made in the payment of said note, 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 note and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and