

This Indenture, Made this 21st day of February in the year of our Lord one thousand eight hundred and ninety one, between Robert Stule and Rachel M. Stule, husband and wife (being of lawful age) of the County of Wilson, and State of Kansas, of the first part, and E. N. Mitealf, of the State of Ohio of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of twenty two Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The South East Quarter of Section No Nine (9) in Township No Fifteen (15) of Range No Nineteen (19) 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; that they have good right to sell and convey said premises, subject however to a prior mortgage for \$1200⁰⁰ made to Edward Russell, dated Feby. 1st 1886 and Recorded in Book No 11 of Page 468.

This Grant is intended as a Mortgage to secure the payment of the sum of twenty two Dollars, according to the terms of six certain mortgage notes this day executed by the said Parties of the first part all dated February 21st 1891, payable to Russell & Mitealf or order, at the Importers and Traders National Bank, in New York City. Now, If such payment 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 in the taxes or assessments, or if default be 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 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 there-