

laining one hundred and thirty seven (137) acres, more or less.

This mortgage is given as part payment of purchase money for above described land, 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, excepting a first mortgage of \$1000, that they have good right to sell and convey said premises, and that they will warrant and defend the same 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 bond this day executed by the said parties of the first part to wit Bond No. 1, for Five hundred Dollars, due May 1st 1897, dated April 14th 1894, payable to the said The R. J. Maddell Investment Company, or bearer, at the First National Bank of Ottawa, Kansas, with interest at the rate of eight per cent per annum, payable semi-annually, on the first day of May and November in each year, according to certain coupons attached to said bond. 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 holder hereof; 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, 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 twelve per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, and the overplus, if any, shall be paid on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

John G. Barker [seal]

Mary E. Barker [seal]

State of Kansas, County of Franklin, ss.