

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 Two Thousand Dollars viz: \$500 one year from March 1<sup>st</sup> 1895 and \$500 five years from March 1<sup>st</sup> 1895, with interest thereon from March 1<sup>st</sup> 1895 at eight per cent per annum, according to the terms of two certain promissory notes this day executed and delivered by said John and Alice L. Levett with interest coupons attached payable semi annually to the said party of the second part; and this conveyance shall be void if such payment be made as in said notes and coupons and in this instrument specified, this mortgage being given to secure part of the purchase money for said premises.

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 party or her assigns, in the sum of Four Hundred 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 party, 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 8 per cent per annum. But if default be made in the payment of said notes, or coupons 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 notes and the interest thereon, and all taxes and insurance paid by said second party or her assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part her executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale on demand to the said John Levett his heirs or assigns.

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

Witness

Geo. H. Banks

John Levett

Alice L. Levett

[Seal]

[Seal]