

claims of all persons.

This grant is intended as a mortgage to secure the payment of the sum of three 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 M. J. Kirkpatrick to-wit: Note No. 1, for three hundred dollars, due on or before August 1st 1899, all dated August 1st 1894, payable to George B. Norton or order, at the Peoples National Bank Burlington Ns. with interest, payable annually, on the first day of August in each year, according to coupons attached to said note. The party of the first part further agree that she will pay all taxes and assessments upon such premises before they shall become delinquent, and will keep the buildings on said property insured in some approved insurance company, payable in case of loss to the mortgage or assigns, and deliver the policy to the mortgage, as collateral security thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party 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, or if default be made in the agreement to insure, or if waste is committed on or improvements are removed from the land and the security become impaired, or if any taxes or assessments shall be levied against the holder of this mortgage on account of this loan by the State of Kansas while a non-resident thereof, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable, 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 party agrees to pay said second party and his assigns interest at the rate of 8 per cent. per annum, computed annually on said principal note, from the 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 8 per cent, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at 8 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 thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law, appraisal waived or not at the option of the party 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 8 per cent. per annum from the time of said default until