

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: Begin at the center of Wakarusa Creek forty three (43) rods east of the West line of the South west quarter of Section Sixteen (16) in Township Thirteen (13) of Range Twenty (20) thence South to the South line of said quarter section, thence East to the East line of said quarter section, thence north to the center of said Wakarusa Creek, thence Westerly along the center of said Creek to the place of beginning, containing forty six acres of land more or less 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; 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 Four hundred and fifty Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part, to-wit: Note No. 1, for Four hundred and fifty Dollars, due March 1, 1900 all dated February 28, 1895, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi-annually on the first days of March and September in each year, according to coupons attached to said note. The parties of the first part further agree that will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured for \$ 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 hereto.

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, or if default be made in the agreement to insure, 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

(Released Sect. 87 Page 357)