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; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of One thousand 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 One thousand Dollars, due March 1st 1900 all dated March 1st 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 they 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 mortgagee or assigns, and deliver the policy to the mortgagee, 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 second party and his assigns, interest at the rate of ten per cent. per annum, computed annually on said principal note, from 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 10 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 ten per cent in any suit for foreclosure of this mortgage; and it shall be law-

The following is indorsed on the original instrument

For Value received I hereby sell and assign this Mortgage and the note therein described to Fannie B. Lawrence of Boston Mass. As witness My hand at Lawrence Kansas this 29th day of March A.D. 1895.

Wilder S. Metcalf.

State of Kansas, County of Douglas } SS. On this 29. day of March 1895, before me a Notary Public in and for said County and State came Wilder S. Metcalf to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution of the same. In witness whereof I have hereunto subscribed my name and affixed my Official Seal on the day and year last above written.

(L.S.) O. M. Martin Notary Public

My Commission expires on the 23rd of January 1896.

Recorded June 13th 1896. C. A. Norman Register of Deeds.