

forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South half ($\frac{1}{2}$) of the North West quarter ($\frac{1}{4}$) of section number sixteen (16) in Township number fifteen (15) south of Range No Eighteen (18) east of 6th Prin Mer. containing 80 acres, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Walter Scott Martin does hereby covenant and agree that at the delivery hereof he is 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, and that he 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 Eight Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Walter Scott Martin to the said party of the second part, said note being given for the sum of (\$800) Eight Hundred Dollars, dated Dec 1st 1894 due and payable in five years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, shall be due and payable on or not, at the option of the party of the second part; 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 hereby waived or not at the option of the party of the second part his executors, administrators or assigns; 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, together with the costs and charges of making such sale, and