

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 Eight Hundred Dollars and interest thereon according to the terms of one certain mortgage note and two interest notes or coupons, this day executed by the said parties of the first part to-wit: Note No. 1, for Eight Hundred Dollars due December 26th 1897, dated December 26th 1895, payable to William M. Lindley or order, at the City of Lawrence, Kansas with interest, payable annually, on the 26th day of December 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 premises 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 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 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, 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 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 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 ten 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 lawful for the part 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 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 ten per cent. per

The following is indorsed on the original instrument:
The date herein described having been paid in full the Mortgage
is hereby released and the lien thereby created is discharged.
At Witness my hand this 22nd day of April A.D. 1899
Wm. M. Lindley

Recorded April 22nd 1899

Registered of Deeds