

44' W. 87° 5' ft, thence S. 57° 34' ft to line of right of way of said railway, thence N. 69° 44' East along said line of right of way, 1050 ft thence on a curved line along said right of way 1112 ft radius 1297 ft to place of beginning Twelve ¹⁰⁰/₁₀₀ (12%) acres, aggregate 142 acres, with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said part 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 good and undisturbed title to the same, thence free and clear of all incumbrances. Except unpaid balance of mortgage dated March 1st 1896, recorded in books of Mortgages at pages 601-602, 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 Three Thousand Dollars and interest thereon according to the terms of the certain Mortgage note and ten interest notes or coupons, this day recited by the said W^m R. Green to wit: Note 1, for Three Thousand Dollars due March 1st 1901, all dated March 1st 1896, payable to Almira J. Hoyt or order, at the Lawrence National Bank Lawrence, Kansas. 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.

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 if waste is committed 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 her 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 payment 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, 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 party of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraisements waived or not, at the option of the party of the second part, and out of all moneys arising from such sale to retain the amount then due, or to become due, according to the conditions of this