covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasable estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he 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 party of the first part to wit: Note No. 1, for One Thousand Dollars, due May 1st, 1902, all dated April 26th 1897, 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 May and November in each year, according to coupons attached to said note. The party 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 party 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 percent. 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 percent; 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

The following is endorsed on the original instrument—
For value received, I hereby sell and assign this Mortgage, and the notes therein described, to Hannah L. Myrick— As witness my hand at Lawrence, Kansas, this 1st day of May A.D. 1897—
Wilder S. Metcalf,
State of Kansas } ss.
County of Douglas } On this 1st day of May 1897 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 thereof. In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
C. M. Plantz, Notary Public,
My commission expires on the 23 day of January 1900.

Recorded Nov. 7th 1901.
G. H. Sopman,
Register of Deeds.
By Lillie B. Sopman,
Deputy.