acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all of the following tract or parcel of land situated in the County of Douglass and State of Kansas, to-wit:

Lots Seventy two 72 and Seventy four 74 Chapel Street in Baldwin City subject to a prior mortgage to Crippen, Lawrence and Co for Two hundred $200, Dollars, to have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging, and all rights of homestead exemption unto the said party of the second part, its successors and assigns forever, and the said party of the first part does hereby covenant and agree that at the delivery hereof 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, except as hereinbefore stated, and will so warrant and defend the same. This Grant is intended as a Mortgage to secure the payment of the sum of Eighteen Dollars, according to the terms of one certain promissory note this day executed and delivered by the said P. Kuhn to the said The Crippen, Lawrence Investment co., payable at its office in Denver, Colorado, in installments, as follows, to-wit:

Three Dollars, on the 8 day of September 1897.
Three Dollars, on the 8 day of March 1898.
Three Dollars, on the 8 day of September 1898.
Three Dollars, on the 8 day of March 1899.
Three Dollars, on the 8 day of September 1899.
Three Dollars, on the 8 day of March 1900, with the interest thereon, according to said promissory note to said party of the second part, and its successors or assigns. And this conveyance shall be void if such payments be made as hereinbefore specified. And the party of the first part agrees to pay all taxes assessed on said premises before any penalties, costs or interest shall accrue on account thereof. But if default be made by the party of the first part in the payment of the aforesaid note, or any installment thereof, or any part thereof when due, or interest thereon according to the tenor of said note, or the taxes assessed on said premises, then this conveyance shall become absolute, and said promissory note, and all taxes, penalties, costs and interest thereon, which may have been paid by the party of the second part its successors or assigns, shall at the option of the legal holder of said note become matured and be due and payable, and shall draw interest from maturity at