

first part therein. And the said hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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 Twenty five hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said A. H. and Jessie L. Griesa to the said party of the second part; payable at The Lawrence National Bank at Lawrence Kansas, as follows to-wit:

Twenty five Hundred dollars on the twenty third day of February 1905.

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with interest thereon, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part --- 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 executors, administrators or assigns; and out of all of the moneys arising from such sales to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the surplus, if any there be shall be paid by the party making such sale, on demand, to the said A. H. and Jessie L. Griesa - heirs and assigns.

In Witness Whereof, The said Parties of the first part have