

free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever except as against a 1st mortgage for \$1000 to J. M. Moulton of even date herewith. This grant is intended as a mortgage to secure the payment of the sum of Three hundred dollars due and payable in five years from date thereof, with interest thereon from date at six per cent. per annum, according to the terms of our certain promissory note this day executed and delivered by said W. C. Hill and Ella L. Hill - with two interest coupons attached thereto, to the said party of the second part, and this conveyance shall be void if such payment be made as in said note & coupons and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of — dollars in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part his executors, administrators, or 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, his executors, administrators, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the overplus if any then due, shall be paid by the party making such sale, or demand to the said W. C. Hill his heirs or assigns. In testimony whereof, the said party of the first part have hereunto set hand and seal the day and year first above written.

W. C. Hill (seal)

Ella L. Hill (seal)

Acknowledgment.

State of Kansas, Douglas County, S.S.

Be it remembered that on this 22^d day of September A.D. 1892, before me, Geo. A. Banks, a Notary Public in and for said county and State, came W. C. Hill and Ella L. Hill, husband and wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same, In witness whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.



My commission expires Dec. 1, 1900.

Recorded September 25th, A.D. 1892, at 1st o'clock, P. M.

Geo. A. Banks

Notary Public.

J. J. Sorman

Register of Deeds.