

Elias E. Gibson joins in this mortgage for the purpose of conveying any interest in the above land which she now has, or may hereafter acquire by reason of the former marriage relation between herself and Wm. Gibson. To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the party of the second part, and to his heirs and assigns forever. And the said William Gibson doth hereby covenant and agree, that at the delivery hereof he is 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, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same. Provided always, and these presents are upon this express condition, that whereas, the said William Gibson is justly indebted unto the said Edward G. Hayes in the principal sum of eleven hundred Dollars, lawful money of the United States of America, being for a loan thereof, on the day and date hereof, made by the said Edward G. Hayes to the said William Gibson, and secured to be paid by the certain promissory note of the said William Gibson, bearing even date herewith, payable to the order of the said Edward G. Hayes in five (5) years from the date thereof, at the office of Wm. T. Sinclair in the City of Lawrence and State of Kansas, with interest from date until said principal sum is fully paid, said interest to be paid semi-annually, on the nineteenth day of August and of February in each and every year, said several installments of interest being further specified by ten interest notes or coupons of even date herewith, attached to said note and payable at said office of Wm. T. Sinclair in the City of Lawrence Kansas and in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid, at the time and place aforesaid, then at the election of the legal holder of said note the said principal sum of Eleven hundred Dollars with all the interest thereon, shall at once become due and payable, anything thereinbefore contained to the contrary notwithstanding, such election to be made at any time after the expiration of three days, without notice. Now, if the said parties of the first part shall well and truly pay, or cause to be paid, the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But, if said sum of money, or any interest thereon, is not paid when the same is due and payable, or if any tax or assessment levied against said property, are not paid when the same are payable, or if default shall be made in the agreement to keep said premises insured, as hereinafter set forth, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, shall, and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns, to be at any time thereafter exercised without