

they the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons. This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred (1500) Dollars and interest thereon according to the terms of one certain mortgage note and 6 interest note or coupon, this day executed by the said Bert Higgins and Madge R. Higgins, his wife to-wit: Note, No. 1, for One Thousand Five hundred Dollars due June 1st 1905 - Note No. 2, for — Dollars due — 15 - Note No. 3, for — Dollars due — 15 - dated May 27 - 1902 - payable to George M. Falley or order, at Lawrence, Kansas, with interest, payable semi-annually, on the 1st day of December and June in each year, according to coupon attached to said note. The parties 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 building on said premises insured 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 parties 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 or if waste is committed on, or improvements are removed from the land, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable, 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 8 per cent. per annum, computed annually on said principal note, from the 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 eight per cent; but the party of the second part may pay any unpaid taxes charged against said property, or