

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 Four Hundred Dollars and interest thereon according to the terms of one certain mortgage note and 12 interest notes or coupons this day executed by the said Hardin N. Deskinies and Susanna Deskinies to wit, Note No. 1 for Four Hundred Dollars due November 1st 1885 all dated November 1st 1882 payable to Nathaniel Wybrick or order at the Merchants Bank of Lawrence Kansas with interest payable semi annually on the first days of May and November in each year according to coupons 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.

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 then this conveyance shall become absolute on the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part 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 12 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 12 per cent but the party of the second part may pay any unpaid taxes charged against said property or insure said property if default be made in keeping up insurance and may recover for all such payments with interest at twelve percent in any suit for foreclosure of this mortgage and it shall be lawful for the party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law Appraisalment waived or not at the option of the party of the second part and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at twelve percent per annum from the time of said default until paid together with the