

Topeka R. R. Co. as located. The north East quarter of Sec
 Twelve⁽²⁾ Twp. Twelve⁽²⁾ Range Eighteen⁽⁸⁾ The S. West
 fractional quarter of Sec. Six⁽⁶⁾ Twp. Twelve, Range
 Nineteen⁽⁹⁾ being lots 2 & 3 south of Kansas river less right
 of way of Lawrence and Topeka R. R. Co. as located, and
 the north West fractional quarter of Sec. Seven⁽⁷⁾ Twp. Twelve
⁽²⁾ Range thirteen⁽¹⁹⁾ with the appurtenances and all the
 estate, title and interest of the said parties of the first
 part therein. And the said Henry B. Rogers does 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 against all claims
 whatsoever. This Grant is intended as a Mortgage to
 secure the payment of the sum of Three Thousand $\frac{7}{10}$
 Dollars, according to the terms of one certain promissory
 note this day executed by the said Henry B. Rogers and
 Lucy J. Rogers to the said party of the second part.
 Said note being given for the sum of Three Thousand $\frac{7}{10}$
 Dollars dated March 20th 1884 due and payable in Five
 years from the date thereof respectively, with interest thereon
 from the date thereof until paid, according to the terms
 of said note and coupons thereto attached. And this
 conveyance shall be void if such payment be made as
 in said note and coupons thereto attached, and as is
 hereinafter specified. And the said parties of the first
 part hereby agree to pay all taxes assessed on said
 premises before any penalties or costs shall accrue on
 account thereof, and to keep the said premises insured
 in favor of the said mortgagee in the sum of One Thousand
 $\frac{7}{10}$ Dollars in some insurance company satisfactory to
 said mortgagee in default whereof the said mortgagee
 may pay the taxes and accruing penalties, interest and
 costs, and insure the same at the expense of the parties
 of the first part and the expense of such taxes and
 accruing penalties, interest and costs, and insurance, shall
 from the payment thereof, be and become an additional
 lien upon this mortgage upon the above described
 premises and shall bear interest at the rate of twelve