

To have and to hold the said premises, to the said party of the second part and its heirs and assigns forever, and the said parties of the first part for themselves and their heirs, executors, and administrators, do covenant and agree, to and with the said party of the second part its heirs and assigns that they are seized of the said premises, as of a good and indefeasible inheritance in law in fee simple, and that said premises, are clear of all liens, taxes, assessments and incumbrances whatsoever. And the said parties of the first part do hereby and will by these presents, warrant and forever defend the said premises unto the said party of the second part, and its heirs and assigns, against the claim or claims of all and every person whomsoever, and against all liens, taxes, assessments, exemptions and incumbrances whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred (\$500.00) Dollars according to the conditions of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified, But if default be made in such payment or any part thereof, or the interest due thereon, or if the taxes and assessments of every nature which are by law made due and payable, are not paid when the same become due, as above provided, then it shall be lawful for the said party of the second part its executors, administrators and assigns, to sell the premises hereby granted, or cause the same to be sold, with all the appurtenances, in the manner prescribed by law; and out of the money arising from such sale to retain the amount due for principal, interest, protest fees and damages for the same, with costs and charges of sale, and the overplus, if any therebe, shall be paid, on demand, by the party making such sale to the said parties of the first part their heirs or assigns. In Testimony Whereof, The party of the first part to these presents have hereunto set their hands and seals the day and year first above written.

Signed and delivered in Presence of.

A. L. Tainter (L.S.)

Maude Tainter (L.S.)

State of Kansas, Riley County, SS. Be it remembered, That on this 8th day of February A.D. 1910 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared A. L. Tainter and Maude Tainter (husband & wife) to me personally known to be the identical persons whose names are affixed to the foregoing instrument as grantors therein, and acknowledged the same to be their own voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal the day and year aforesaid.

Commission expires Aug 20 1910 (SEAL) L. V. Johnson, Notary Public.

Recorded Feb 9th A.D. 1910 at 11.35 A.M.

Floyd L. Lawrence
Register of Deeds