

beginning containing forty acres ^{of land} more or less with the appurtenances and all the estate title and interest of the said parties of the first part therein; And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances; 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 Eight Hundred Dollars and interest thereon according to the terms of one certain mortgage note this day executed by the said parties of the first part to wit;

Note No. 1 for Eight Hundred Dollars due November 19th 1884 all dated May 19th 1884 payable to W. C. Burnes or order at the Merchants Bank of Lawrence Kansas with interest. 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 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 10 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 and may recover for all such payments with interest at twelve per cent in any suit for foreclosure of this mortgage and it shall be lawful for