

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 except the mortgage to Henry Gay: that he has good right to sell and convey said premises, and that he 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 Twenty-seven hundred and Twenty Dollars and interest thereon; according to the terms of 5 certain mortgage notes and interest notes or coupons this day executed by the said Jacob M. Hall - said notes being given in purchase of above described land to wit:

Note No. 1 for Four Hundred Dollars due on or before Nov. 14th 1885
 Note No. 2 for Five Hundred and eighty Dollars due on or before Nov. 14th 1886
 Note No. 3 for Five Hundred and eighty Dollars due on or before Nov. 14th 1887
 Note No. 4 for Five Hundred and eighty Dollars due on or before Nov. 14th 1888
 Note No. 5 for Five Hundred and eighty Dollars due on or before Nov. 14th 1889
 all dated November 14th 1884 payable to James M. McCutcheon or order, at the Merchants Bank of Lawrence Kansas with interest payable annually on the 14th day of November and in each year, according to coupons attached to said notes. The party of the first part further agree that he 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 party 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 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, 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 the party

The following is a copy of original instrument.
 It is not being recorded having been paid in full, this mortgage is hereby released
 and the lien thereon is hereby created and charged.
 At W. T. W. C. S. Station this 14 day of October, 1889

John Willing
 James M. McCutcheon
 By J. W. C. S. Station
 Recorded Sept 26, 1891 at 3 o'clock P. M. James M. McCutcheon
 By J. W. C. S. Station