

grant bargain sell and convey to the said party of the second part his heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: Commencing twenty (20) rods South of the North East corner of the South East quarter of Section One (1) in Township Thirteen (13) of Range Nineteen (19) thence West sixty (60) rods, thence South Twenty (20) rods thence East sixty (60) rods thence North Twenty (20) rods to the place of beginning, containing seven and one half acres, 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 Two Thousand Dollars and interest thereon according to the terms of one certain mortgage note and six interest notes or coupons this day executed by the said parties of the first part to wit: Note No. 1. for Two Hundred Dollars due July 1st 1888, all dated June 20th 1885 payable to Edward Russell or order at the Merchants Bank of Lawrence Kansas with New York exch. with interest payable semi-annually on the first day of January and July 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 delinquents; and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security hereto.

Now if such payments be made as herein specified the 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