to the same, and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for $400 given to The Deming Investment Company. This grant is intended as a mortgage to secure the payment of the sum of Two hundred and four and 50/100 dollars, payable as follows, to wit: $78 July 1st 1908 - $76.50 Jan 1st 1909 $25.00 July 1st 1909 $25 Jan 1st 1910 at the office of The Deming Investment Company, Oswego, Kansas, according to the terms of 4 certain promissory notes 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 interest thereon when due, or the taxes, or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if the insurance is not kept in force thereon, then this conveyance shall become absolute and the whole shall become due and payable, and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner provided by law, appraisement hereby waived or not, at the option of the party of the second part its successors or assigns and out of all the money arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon and interest on delinquent taxes at the rate fixed by law together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party