the title hereinbefore warranted, all costs and expenditures made in that behalf shall be added to the amounts hereby secured and shall bear interest at the same rate, with the appurtenances, rents, issues and profits, and all the estate, title and interest of 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, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind, except a certain mortgage for $350 given to The Deming Investment Company.

This grant is intended as a mortgage to secure the payment of the sum of one hundred and eighty nine dollars payable as follows, to wit:
$20.00 Aug 1st 1908 $76.00 Feby 1st 1909 $20.00 August 1st 1909
$73.00 Feby 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