or officer of the general Government, or in any court, in order to secure or protect the title herein - after warranted, all costs and expenditures made in that behalf shall be added to the amount 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 well warrant and defend the title to the same and that the same is free and clear of all encumbrances of what soever kind except a certain mortgage for $700 given to The Deming Investment Company. This grant is intended as a mortgage to secure the payment of the sum of three hundred and sixty five dollars, payable as follows to wit: $93.50 Aug. 1st 1908. $92. Feby 1st 1909. $94.50 Aug 1st, 1909. $89. 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 the 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 be not paid when the same are due, or