(22) North , Range Thirteen (13) East of the Indian Meridian, containing in all 80 acres, more or less, according to the Government survey thereof, with the appurtenances, rents, issues and profits and all the estate, title and interest of said first party herein. And the said first party does 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 titleto the same and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for $800 given to THE DEMING INVESTMENT COMPANY.

THIS GRANT IS INTENDED AS A MORTGAGE to secure the payment of the sum of One Hundred Twelve DOLLARS, payable as follows, to-wit:

$56 December 1st, 1925;
$56 December 1st, 1926;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of 2 certain promisssory notes this day executed and delivered by the said first party to the said party of the second part.

The first party agrees to commit or permit no waste and to pay all taxes or assessments against said land or any interest therein when the same are due each year; to provide insurance satisfactory to the second party in the sum of None Dollars, the loss, if any,to be payable first to the holder of the mortgage to which this lien is subject, second, to the holder hereof as its interest may appear; to pay the interest secured by any prior liens or encumbrances on said property before it becomes delinquent; to pay the principal secured by any prior liens or encumbrances on said property before the same becomes delinquent; to procure release of or pay any adverse claims, liens, charges or encumbrances against said property; and in case of the neglect or refusal of first party to perform any of the agreements herein, said second party may effect such agreements without waiving the breach of the foregoing conditions, and the sum so paid shall be immediately repaid with ten-per-cent interest thereon from date of payment, and shall be an additional lien upon said property secured by this mortgage.

It is further agreed and understood that all of the rights and interest of the first party in and to all oil, gas and mineral leases now on the afore described premises are hereby assigned to the second party, provided however, that a release of this mortgage shall operate to release the rights conferred by this assignment.

If said notes be paid when due and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, but if default be made in the payment of any of said notes or in the performance of any of the covenants, agreements, terms or conditions herein, or if at any time any law of this State shall be enacted imposing or authorizing the imposition of any tax upon this mortgage, except the mortgage registration tax, or upon the debt secured hereby, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party is illegal or inoperative, the whole sum of money herein secured may at the option of the holder of the notes and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest and costs, anything in this mortgage or said notes contained to the contrary notwithstanding , provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holders ; and in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same, as herein provided, the first party will pay to said plaintiff $50 as a reasonable attorney's fee therefor, and abstractor's fee for supplemental abstract for use in