

"Brought Forward"

of the sum of Two hundred and forty Dollars
the receipt whereof is hereby acknowledged, doth grant
bargain sell, release convey and confirm unto the
said party of the second part, and to his heirs and assigns
forever the following described land situated in Douglas
County Kansas Territory, to wit: Lot No. Eighty seven
(87.) on Vermont Street, in the City of Lawrence, County
and Territory aforesaid, according to the survey of A.D.
Searl, together, with all and singular the incidents
and appurtenances therunto belonging, or in any wise
appertaining, both in law and Equity. This Grant
is intended as a Mortgage, to secure the payment of
the sum of Two hundred and forty Dollars according
to the condition of a Certain promissory note this day Executed
and delivered by the said Newman to the said party of
the second part, said note calling for Two hundred
and forty Dollars dated June 5th 1888. due and payable
to the order of Rollin Richmond in one Year from the
date thereof & drawing interest after maturity at the rate
of five per cent per month. and this conveyance shall
be void if such payment be made as herein specified
But if default be made in the above payment or any
part thereof, then it shall be lawful for the said party
of the second part his Executors, administrators or assigns
at any time thereafter, to sell the premises hereby granted
or any part thereof, in the manner prescribed by law; and
out of all the moneys arising from such sale, to
retain the amount then due for principal and
interest, together with the costs and charges of
making such sale and the attorneys fees for
foreclosure, and the surplus, if any there be shall
be paid by the party making such sale, on demand
to the said Albert Newman his heirs or assigns
In Witness Whereof the party of the ^{first} part has
signed