

"Brought Forward"

part of the second part, and to his heirs and assigns forever all the following described land, situated in the Town of Lawrence Douglas County Kansas Territory, to wit: Lot Number Ninety five (95) Massachusetts Street, and Lot Number Fifty three (53) New Hampshire Street, together with all and singular the hereditaments and appurtenances thereto 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 Dollars (\$200) Three months from date of these presents, with interest at five per Cent a month, according to the Condition of a certain promissory note this day Executed and delivered by the said George C Brackett, to the said party of the second part; and this Conveyance shall be void if such payment be made as therein specified. But if default be made in the payment of any part thereof, as above provided, then it shall be lawful for the said party of the second part, his Executors administrators and 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 party of the first part, his heirs or assigns. In Witness Whereof the party of the first part hath hereunto set his hand and seal ^{day and} the year