

J. Elb. Wood the original of the within Mortgage having made record
of the debt & interest second Tuesday March 22nd A.D. 1866.

E. H. Wood

in any cause appertaining both in law and Equity. This
Grant is Intended as a Mortgage to secure the payment
of the sum of One Hundred and fifty Dollars with
interest payable monthly at the rate of four per cent per Month
according to the conditions of a certain promissory Note this
day Executed and delivered by the said Albert Whitcomb 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 the payment of the money above mentioned
or of the interest that may accrue thereon, or of any part
thereof, then it shall be lawful for the party of the second
part his Executors Administrators or assigns to sell the
premises hereby granted in any part thereof at public auction
such sale to be upon the said premises, first giving notice
of the time and place of sale, by publishing the same three
times in succession, in some newspaper printed in the County
aforesaid. (Or if there be no newspaper printed in the County
aforesaid, such Notice may be published in some news-
paper printed in the City of Lawrence Kansas.) the last publication
of said notice to be made at least six days before the time of sale
And it shall be lawful for the said party of the second part,
his agent, for such purpose duly authorized under his own name, to
make and deliver to the purchaser or purchasers of the said
premises, a good and sufficient Deed, of conveyance of the said
lands, in fee simple, and out of the money arising from such
sale, to retain the principal sum, whether then or thereafter
payable, and also the interest which shall then remain due
thereon, and also all costs, charges and expenses attending
said sale, together with — Dollars, to be received by said party
of the second part, or his agent, as remuneration for trouble
arising from such sale, paying the surplus, if any there be to
the said parties of the first part their Executors Administrators
and assigns. And the said party of the second part, is
hereby Empowered to prescribe the terms and conditions
of said sale; and such so to be made, shall be a perpetual