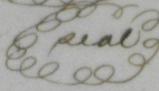


This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars (\$400⁰⁰) and the interest thereon at the rate of two and a half per cent a month from the 25th day of March A.D. 1838. until paid, which said sum was due, and payable no less than six months from the said 25th day of March A.D. 1838. according to the condition of a certain promissory note that day executed and delivered by the said Albert Newman 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 payment, or 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 attorney's fees for foreclosure and the overplus if any, then 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in
presence of
Ed Ladd.

Albert Newman 
Lucia M Newman 

County of Kansas Douglas County - On this twenty third day of December A.D. 1838 before me a Justice of the Peace in and for said County came Albert Newman and Lucia M his wife to me personally known to be the persons described in and who executed the above conveyance as parties thereto and I acknowledge the same to be their own free and valid Deed. She, the said Lucia M being by me first made acquainted with the contents of said instrument, upon an examination apart from her said husband, acknowledged that she executed the same, and relinquished her dower in the real estate therein mentioned freely, and without compulsion or undue influence of her said husband.

E D Ladd

Justice of the Peace

Rec'd Dec 27/58 at 11. am.