

in law and equity. This Grant is intended as a Mortgage to secure the payment of the sum of Seventy eight dollars (\$78) in three months after the date hereof and the interest thereon at the rate of three percent a month until paid, according to the condition of a certain promissory Note this day executed and delivered by the said John Speer to the said party of the second part, and this conveyance shall be void if such payment be made as here in 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 money 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 surplus if any there be, shall be paid by the party making such sale, on demand, to the said John Speer 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 & delivered in

presence of
C. D. Ladd,

John Speer, (Seal)
Elizabeth D. Speer. (Seal)

Territory of Kansas Douglas County, S.S.
On this twenty second day of April A. D. 1859,
before me a justice of the peace, in and for said County, came John Speer & Elizabeth D. his wife to me personally known to be the persons described in