

two hundred dollars the receipt whereof is hereby acknowledged doth give grant bargain sell release convey and confirm unto the said party of the second part and to his heirs and assigns forever all the following described land, situated in Douglas County Kansas Territory, to wit, the South half of lot No. fifty three (53) Massachusetts Street in the City of Lawrence as surveyed by A. D. Seal, together with all and singular the hereditaments 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 dollars with interest at five percent per month according to the condition of a certain promissory note this day executed and delivered by the said John Speer for the above mentioned sum with interest 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 here by granted, or any part thereof, in the manner prescribed by law, and out of all 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 fore closure, and the overplus 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 party of the first part has hereunto set their hands and seals the day and year first above written,

Signed sealed & delivered in presence of
S. O. Thatcher,

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