

except the building occupied by one Grayton as a Gunshop on said lot which is not included in this grant, together with all and singular the hereditaments and appurtenances thereunto 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 nine hundred dollars (\$900) by the said Thompson, party of the first part, to the said McCracken the party of the second part, according to the condition of a certain note this day executed and delivered by the said Thompson party of the first part, 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 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 fees for foreclosure; and the overplus 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 has hereunto set his hand and seal the day and year first above written

George S. Thompson

Signed sealed and delivered in presence of

E. D. Ladd.

J. M. Raymond.

Territory of Kansas, Douglas
County, Ss.

On this tenth day of May A. D. 1859, before me a Notary public in and for said County came George S. Thompson to me personally known to be the person described in, and who executed the above conveyance, as party thereto and acknowledged the same to be his own free act and deed. E. D. Ladd, Justice of the peace.