

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 Ten Thousand Dollars in three equal annual payments from this date, with interest at the rate of twenty five percent per annum, payable semiannually on the amount due at the date of each payment, according to the conditions of a certain promissory note this day executed and delivered by the said parties 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 executor, administrators or 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 fees for foreclosure, and the overplus if any there be shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs or assigns.

In Witness Whereof The parties of the first part to these presents have hereunto set their hand and seals the day and year first above written.

Signed and

delivered in

presence of

E. D. Ladd

E. Hoogland

Shaler W. Eldridge

Mary H. Eldridge

Thos B. Eldridge

Lyda W. Eldridge

Edwin S. Eldridge

Augusta M. Eldridge

Territory of Kansas }
Douglas County }
§§

On this sixth day of August in the year one thousand eight hundred and fifty nine