

two and a half percent per month, both of said notes payable to Joseph D. Rollins or order. This Mortgage being subject to a prior mortgage to George H. Bemis for the sum of three thousand dollars, 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 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'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 Charles Stearns 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.

Sealed and delivered in

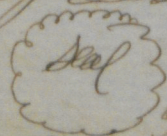
presence of
John B. Wood

Charles Stearns Seal

Territory of Kansas }
Douglas County } ss.

On this fourteenth day of August in the year one thousand eight hundred and sixty before me, the subscriber, personally appeared Charles Stearns to me personally well known to be the same person described in, and who executed the above instrument as grantor and acknowledged the said instrument to be his own voluntary act and deed.

Witness my hand and Notarial Seal at my office in Lawrence, in said County of Douglas this 14th day of August A. D. 1860.



Recd for record
Aug 14, 1860 9 A.M.

James M. Hendry
Notary Public. in and
for the said County of Douglas

E. Ladd. Reg.