

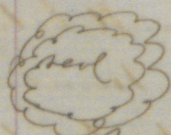
and equity. This grant is intended as a Mortgage to secure the payment of the sum of one hundred Dollars, together with Interest at the rate of Twenty per cent per annum until paid, according to the condition of a certain Promissory Note this day executed and delivered by the said James A. Finley to 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 her 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 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 James A. Finley his heirs heirs and assigns. In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year first above written Signed Sealed and delivered

in presence of

E. D. Ladd

James A. Finley

Territory of Kansas }
 Douglas County }
 On this sixteenth day of November A. D. 1860 before a Notary Public in and for said County came James A. Finley to me personally known to be the identical person described in and who executed the above conveyance as grantor and acknowledged the same to be his own free act and deed



E. D. Ladd
 Notary Public

Recd. for record Nov 16th A. D. 1860 at 4 3/4 o'clock P. M.