

This Indenture made this Twenty fourth day of January in the year of our Lord one thousand eight hundred and eighty one between Benjamin F. Horne of Beempton within Douglas County and State of Kansas of the first part and Julia K. Rogardus and Jane C. Beach of the village and town of Catskill within the County of Greene and State of New York of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of Nine hundred Dollars has sold and by the presents does grant and convey to the said parties of the second part their heirs and assigns from the following Described land situated in Douglas County Kansas and known and described as Lot number four (4) and the southwest quarter of the south west quarter of Section twenty eight (28) in Township Eleven (11) south of Range Eighteen (18) and containing sixty seven and 2/3 acres more or less. Being the same premises this day conveyed by the said Julia K. Rogardus and Jane C. Beach to the said Benjamin F. Horne and these presents are given to secure the payment of part of the consideration money of the said premises, viz: the said sum of Nine hundred Dollars.

This conveyance is intended to secure the payment of five certain promissory notes and each and every one of them or any notes given in renewals thereof and each and every one of the same.

Said notes were given by the said party of the first part to the said parties of the second part one for the sum of One hundred dollars and four of said notes being for the sum of Two hundred Dollars each all of which bear date as of January 24th 1881, being the date of said deed and of this mortgage, and payable as follows the said note for one hundred Dollars on Nov. 15th 1881 and the four notes for two hundred Dollars each, respectively, on Nov. 15th 1882; Nov. 15th 1883; Nov. 15th 1884 and the last one Nov. 15th 1885 together with interest at the rate of ten per centum per annum according to the conditions of five certain promissory notes this day executed and delivered by the said Benjamin F. Horne to the said parties of the second part and this conveyance shall be void if such payment be made as herein specified. And in case default shall be made in the payment of the principal sum hereby intended to be secured or in the payment of the interest thereof or any part of such principal or interest as above provided it shall be lawful for the parties of the second part their 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 money 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 surplus if any there be shall be