

Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred dollars according to the terms of a certain note of Thirteen Hundred dollars, Five hundred Dollars due & payable in three years from this date, the balance eight hundred dollars payable in five years from this date for value recd with interest at the rate of eight per cent interest to be paid annually on the whole sum unpaid on the eleventh day of May in each and every year till all is paid. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said parties of the second part his executor 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 the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and ten per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure thereof and the expenses if any there to shall be paid by the party making such sale to the said parties of the first part their heirs or assigns and for the said consideration the said parties of the first part hereby waive appraisalment of said real estate.

In Witness Whereof the said parties of the first part have hereto set their hands and seals the day and year last above written.

Signed Sealed and Delivered in the Presence of
Andrew Douglass

Lewis D. Howard

Kate Howard

State of Kansas } ss.
County of Douglas

Be it remembered that on this _____ day of May A.D. 1881 before me as Justice of the Peace, in and for said County and State came Lewis D. Howard & Kate Howard his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have hereto subscribed my name, and affixed my official seal on the day and year last above written,

Andrew Douglass
Justice of the Peace.

Recorded May 19th 1881 at 11³⁵ O'clock A.M.

W. H. Lawrence Register of Deeds.