

hereof they are the lawful heirs of the premises above granted and signed of as good and indefeasible estate of inheritance therein free and clear of all encumbrances. This Grant is intended as a Mortgage to secure the payment of the sum of \$1000 and one thousand Dollars according to the terms of two certain promissory notes this day executed by the said party of the first part to the said party of the second part of \$500 each five hundred Dollars each and of even date and bearing interest at the rate of eight per cent per annum and made payable on or before January 15th 1852. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereon or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall be due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time hereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement hereby waived or not at the option of the party of the second part his executors administrators or assigns 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 reasonable attorneys fees for foreclosure of this mortgage the said fees to be due and payable on filing Jackson for foreclosure and the surplus if any then to be paid by the party making such sale and demands to the said party of the first part their heirs and assigns.

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

Isaac Kilworth-
Sarah A. Kilworth-

State of Kansas

County of Douglas Be it Remembered that on this 10th day of January A.D. 1852 before me at Atchey Public in and for said County and State came Isaac Kilworth and Sarah A. Kilworth his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

J. S.

John Charlton

Commission expires July 11th 1854

Notary Public

Recorded January 10th 1852 at 3⁰⁰ O'clock P.M.

Attest