

and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby warrant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty three ⁹⁰/₁₀₀ (\$533 ⁹⁰/₁₀₀) 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 on the following conditions, namely, First note made payable one year from date with eight per cent interest; interest to be paid annually. Second note to be paid two years from date on March 26th 1884 with eight per cent per annum interest to be paid annually the whole of the above payments to be paid at our office in the City of Lawrence. 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 same 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 their executors administrators and assigns at any time thereafter 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 their 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 fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party making such sale on demand 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.

Franklin Dissinger
Marionetta J. Dissinger

State of Kansas
County of Douglas

Subscribed and sworn to before me on this 24th day of March A.D. 1882 before me as Notary Public in and for said County and State came Franklin Dissinger and Marionetta J. Dissinger his wife

The following is endorsed on the original instrument