

to the center of said quarter section north, south ($84^{\circ} 32'$) north
thence West eighty (80) rods: thence South forty rods thence East
eighty rods to the west line of said quarter section thence north on
said west line to the place of beginning, containing $(61^{\frac{32}{100}})$ acres
with the appurtenances and all the estate title and interest of the
said part of the first part therein. And the said William H.
Westcott does hereby covenant and agree that at the delivery
hereof he is the lawful owner 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 one thousand two hundred and fifty in
Dollars according to the terms of a certain promissory note this
day executed by the said William H. Westcott to the said party of
the second part: payable as follows: on the 7th day of August
A.D. 1890 with interest at the rate of six per cent per annum
payable annually. 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 thereafter
to sell the premises hereby granted or any part thereof in the
manner prescribed by law appraisement hereby waived or not on
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 default together with the
costs and charges of making such sale and reasonable
attorneys fee for foreclosure of this mortgage: the said fee to be
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 William H. Westcott his heirs and assigns.
This mortgage is subject to a mortgage this day executed to Prudence
Gilman on the above described land.

In Witness Whereof The said party of the first part has
hereunto set his hand and seal this day and year last above
written.

William H. Westcott

State of Kansas, ss.
County of Douglas

Be it Remembered That on this 7th day of