

said Jasper C. Matney and Sarah E. Matney do hereby covenant 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 payment of the sum of Eight Hundred Dollars according to the terms of three certain promissory notes this day executed by the said Jasper C. Matney and Sarah E. Matney to the said party of the second part: with interest thereon at the rate of eight per centum per annum from date. 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 her 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 her 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 attorney's fee 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 Jasper C. Matney and Sarah E. Matney heirs and assigns.

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

Signed Sealed & Delivered in the Presence of
 Thos. Gardner

J. C. Matney
 Sarah E. Matney

State of Kansas }
 County of Douglas }

Be it Remembered, That on this eleventh day of April A. D. 1883 before me a Notary Public in and for said County and State came Jasper C. Matney and Sarah E. Matney