

therein.

This Grant is intended as a Mortgage to secure the payment of the sum of Seventy five - one year from the date hereof at the rate of eight per cent interest according to the terms of a certain promissory note this day executed and delivered by the said Geo. Wolfe & Catherine Wolfe his wife to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in said payment, or any part thereof, as provided, then it shall be lawful for the 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, and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale and a reasonable attorney's fee for foreclosure, and the surplus if any there be, shall be paid by the parties making such sale, on demand, to the said Geo. Wolfe & Catherine Wolfe his wife or their heirs or assigns.

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

Signed, Sealed and Delivered in the Presence of

Geo. B. Edgar.

George Wolfe

(Seal)

Catherine ^{her} Wolfe

(Seal)

mark.

State of Kansas, Douglas County, ss.

On this 17th day of December A.D. 1885 before me a Notary Public in and for said County came Geo. Wolfe & Catherine Wolfe his wife to me personally known to be the same person who executed the above instrument as grantor and duly acknowledged the execution of the same to be their own voluntary act and deed.

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

[S.S.]

Geo. B. Edgar Notary Public