

title and interest of the said part of the first part therein.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars and interest thereon according to the terms of two certain Notes of four hundred dollars each, of even date herewith, executed and delivered by the parties of the first part to the said Granville Yager, one note payable in one year and one in two years from date.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment, or any part thereof, as provided, then this conveyance shall become absolute, 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, 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 10 per cent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, and the surplus, if any there be shall be paid by the party making such sale, to the said Edmund Stanley, his heirs or assigns; and for the said consideration the said parties of the first part hereby waive appraisement of said real estate.

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

Signed, Sealed and Delivered in the Presence of  
 B. S. Steele, Edmund Stanley (seal)  
 Martha E. Stanley (seal)

State of Kansas, }  
 County of Douglas, } ss.

Be it Remembered, That on this 18<sup>th</sup> day of December A.D. 1885 before me, a Notary Public in and for said County and