

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

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Thousand Dollars, according to the terms of a certain promissory note of date of December 8th 1885. this day executed and delivered by the said J. E. McCoy to the said parties 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 parties 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, 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 attorneys fee for foreclosure, and the surplus, if any there be shall be paid by the parties making such sale, on demand, to the said parties of first part heir 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.

J. E. McCoy (Seal)
P. F. McCoy (Seal)

State of Kansas, Douglas County, ss.

On this 10th day of December A. D. 1885 before me a Notary Public in and for said County, came J. E. McCoy and P. F. McCoy 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 Notarial Seal on the day and year last above written.

(S. S.)

D. L. Hoadley
Notary Public