

of Section Thirty six (36) Township Fourteen (14) Range Seventeen (17) with the appurtenances, and all the estate, title and interest, of the said party of the first part therein.

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said N. J. Roy to the said G. Grovernor executor. 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 successors, 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 overplus, if any there be, shall be paid by the party making such sale, to the said N. J. Roy his heirs or assigns; and for the said consideration, the said party of the first part hereby waive appraisement of said real estate.

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

N. J. Roy (Seal)

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this twelfth day of February A.D. 1886 before me, a Notary Public in and for said County and State, came N. J. Roy to me personally, known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same,