

with the appurtenances, and all the estate, title 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 Four hundred and fifty dollars and interest thereon according to the terms of one certain Note this day executed and delivered by the said Ezekiel S. Cox and Joanna Cox to the said Mary S. Lewis. 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 this conveyance shall become absolute, 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, 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 percent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure thereof, and the overplus, if any there be, shall be paid by the party making such sale, to the said Ezekiel S. Cox 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 hands and seals the day and year last above written.

Ezekiel S. Cox seal
Joanna Cox seal

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 8th day of February A.D. 1886 before me a Notary Public in and for said County and State, came Ezekiel S. Cox and Joanna Cox his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.