

second part, his heirs and assigns forever, all that tract or parcel of land situate in the County of Douglas and State of Kansas, to wit:

The North half ( $\frac{1}{2}$ ) of the South West Quarter ( $SW\frac{1}{4}$ ) and the South half ( $\frac{1}{2}$ ) of the North West Quarter ( $NW\frac{1}{4}$ ) of Section Six (6) in Township Thirteen (13) of Range Twenty One (21)

with the appurtenances, and all the estate, 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 One Thousand Dollars, according to the terms of one certain promissory note of even date herewith with ten coupons attached for the semiannual interest thereon at the rate of 7 per cent per annum payable with exchange on New York at the National Bank of Lawrence at the City of Lawrence, Douglas County, Kansas. This Mortgage is a renewal of a former mortgage on same property and for same amount.

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 the overplus, if any there be, shall be paid by the party making such sale to the said John Gilmore his heirs or assigns; and for the said consideration, the said parties of the first part hereby waive appraisalment of said real estate.

For Witness Whereof, The said parties of the