

Twenty (20) in Douglas County, containing 40 acres with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances except one certain mortgage for \$200 - dated December 6th 1886 with 12% Interest payable to L. P. Pease

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars with 12% Interest according to the terms of one certain promissory note this day executed and delivered by the said L. W. and Emmaline Whirlow to the said party of the second part:

Three years after date we promise to pay to L. P. Pease Two Hundred Dollars with 12% interest payable annually, payable at the National Bank Lawrence Kas.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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, appraisement hereby waived or not at the option of the party of the second part their executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said L. W. and Emmaline Whirlow heir and assigns.

In Witness Whereof the said parties of the first part, have hereunto set their hands and seals