

as follows, to wit:

North half of Lot No. Sixty Eight (68) on Massachusetts Street
Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Agnes B. Miller does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand dollars in two years from date, with interest at 8 per cent. payable semi annually, according to coupons attached to note according to the terms of one certain note this day executed and delivered by the said Mary P. Myton to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable, 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, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators or assigns; and out of all the money 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 the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Mary P. Myton her heirs and assigns.

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

Signed, Sealed and Delivered

Agnes B. Miller (S.S.)

in the Presence of

R. G. Jamison

State of Kansas, Douglas County, SS.

Be it Remembered, That on this sixteenth day of September A. D. 1887, before me, a Notary Public in and for said County and State, came Agnes B. Miller to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my

In consideration of full payment of the within mortgage I hereby release the same this 17 day of Oct. 1891