

intended as a Mortgage to secure the payment of the sum of Two hundred & fifty Dollars, according to the terms of one certain note this day executed and delivered by the said J. b. Schwartz to the said G. Grovenor payable at the office of G. Grovenor & Son Lawrence Ks. as follows, to wit:

Two hundred & fifty dollars on the 21st day of April 1890.

dollars on the day of 18

dollars on the day of 18

dollars on the day of 18

dollars on the day of 18

dollars on the day of 18

with the interest thereon, at 8 percent per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, 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, 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 his executors, administrators or assigns; and out of all the moneys 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 a reasonable attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said J. b. Schwartz heirs or assigns.

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

J. b. Schwartz [seal]

State of Kansas }
Douglas County } ss.

Be it Remembered, That on this 21st day of April A.D. 1897 before me, a notary public in and for said county and State, came J. b. Schwartz to me personally known to be the same person who executed the