

presents does grant, bargain, sell and mortgage to the said parties of the second part, their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: All of Lots One (1) and Two (2) in Block One (1) In Haskell

Place, an addition to the city of Lawrence Douglas Co. Kansas.

This Mortgage is taken to secure the payment of a part of the purchase money of the above described premises,

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

W. Winnie does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred and thirty dollars: Two hundred and fifteen dollars in one year from date and Two hundred and fifteen dollars in two years from date according to the terms of two certain promissory notes this day executed and delivered by the said W. Winnie to the said parties 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 parties of the second part their 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 parties 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said W. Winnie his heirs and assigns.

In Witness Whereof. The said party of the first part has hereunto set his hand and seal the day