

and interest of the said parties of the first part therein. And the said J. B. Barton 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 and he does further expressly waive all benefits of homestead provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statute in pursuance thereof. This grant is intended as a Mortgage to secure the payment of the sum of two thousand Dollars, according to the terms of one certain note this day executed and delivered by the said J. B. Barton and Mary A. Barton to the said Granville Yager payable at the office of S. Grovenor & Son Lawrence Ks. as follows, to wit:

Two thousand dollars on the second day of August 1892. with the interest thereon, at 8 per cent. 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, 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, 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the said J. B. Barton his heirs or assigns.

In Witness Whereof. The said parties of the first part, have hereunto set their hands and seals the day and year last above written.

J. B. Barton [seal]
Mary A. Barton [seal]

State of Kansas)
Douglas County) ss.

Be it Remembered, That on this second