

by covenant and agreed that at the delivery hereof they being the lawful owners 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 Five hundred (\$500.00) Dollars according to the terms of one certain note this day executed and delivered by the said W. S. Pennington & Mary J. Pennington to the said John P. Ruchheim payable at Big Springs Kansas as follows, to wit: Five hundred dollars on the twentieth day of October 1888 dollars on the day of 188 dollars on the day of 185 dollars on the day of 185 dollars on the day of 185 dollars on the day of 185 dollars on the day of 185 with interest thereon at eight per cent per annum to the said party of the second part; and this conveyance shall be void if such payment be made as therein specified. But if default be made in such payment or any part thereof or interest thereon, ~~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 attorneys fee for foreclosure of his 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 W. S. Pennington and Mary J. Pennington or their heirs or assigns.

In Witness whereof The said parties of the first part have hereunto set their hands & seals the day & year first above written.

W. S. Pennington (seal)

Mary J. Pennington (seal)

State of Kansas, Douglas County, ss.

Be it Remembered, that on this 20th day of July A.D. 1888 before me a Justice of the Peace in and for said County and State, came W. S. Pennington and Mary J. Pennington his wife to me personally known to be the same persons who executed the