

all incumbrances, and that he will warrant & defend the same against all claims whatsoever.

This Grant is intended as a mortgage to secure the payment of the sum of five thousand and five hundred Dollars, part of the purchase money of said premises due and payable in three years from date thereof, with interest thereon from date at 8 per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Anthony Frederickson to the said party of the second part, and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said party of the first part hereby agrees to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, in default whereof said party of the second part may pay such taxes, and any penalties & costs which may have accrued thereon, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve per cent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes paid by said second party, or his assign, shall become and be due and payable or not, at the option of said second party, or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part, his executors, administrators or assigns at any time thereafter, to sell the premises hereby granted, or any part hereof, in the manner prescribed by law, with or without assent 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 according to the provisions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale or demand to the said Anthony Frederickson his heirs or assigns.

In testimony whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness my hand and seal
this 1st day of August 1880

John E. Riggs

Anthony Frederickson (Real)

State of Kansas, Douglas County, ss.