

and Fifty Dollars to William Butchfield; with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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, save as above noted.

This grant is intended as a mortgage to secure the payment of the sum of Seven Thousand Dollars, in five (5) years from date according to the terms of the certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part, with interest from date to maturity, as evidenced by coupons thereto attached, and interest from maturity or default, at the rate of twelve per cent per annum until fully paid. And said parties of the first part agree that during the existence of this mortgage, they will maintain insurance for the benefit of the party of the second part, or his assigns, upon the buildings covered by this mortgage, as follows: upon lot numbered One hundred and seventy one (171) and One hundred and seventy three (173) on Vermont Street, the sum of Fifteen hundred Dollars, upon lot numbered One hundred and fifty six (156) on Vermont Street, the sum of Five hundred Dollars; and upon lot numbered One hundred and seventy four (174) on Vermont Street, the sum of Five hundred Dollars. This conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the 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 sales, to retain the amount then due for principal and interest together with the costs and charges of making such sales, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns.

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

Lucan M. Hoadley (seal)
D. T. Hoadley (seal)

State of Kansas
County of Douglas ss.

Be it remembered, That on this 13th day of May, A.D. 1877, before me, a Notary Public in and for said County and State, came Lucan M. Hoadley and D. T. Hoadley, her husband, to me personally known to me the same persons who executed the