

Grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Fifty Dollars, according to the terms of one certain promissory note this day executed by the said W. A. Haney and E. G. Haney to the said party of the second part: said note reads as follows viz \$350.00  
 Media Kansas September 17, 1889 Two years after date we or either of us promise to pay to the order of W. C. Howard the sum of Three hundred and Fifty dollars value received with ten per cent interest thereon from date until paid the Int. payable annually and Int. after due to become as principal and bear ten per cent Int until paid.

W. A. Haney

E. G. Haney

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 be due and payable, and it shall be lawful for the 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, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and 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 W. A. Haney and E. G. Haney 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 last above written.

W. A. Haney

E. G. Haney

*[Signature]*

*[Signature]*

State of Kansas,  
 County of Douglas, ss.

Be it Remembered, That on this 17 day of Sept A.D. 1889 before me, a Notary Public in and for said County, and State, came W. A. Haney and E. G. Haney to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

W. E. Ralston  
 Notary Public

My Comm. Exp. Oct 15/92  
 Recorded Sept 21, 1889 at 10<sup>40</sup> o'clock A.M.

James Brooks

Register of Deeds