580Poley, blank ik in the year of our _____ day of _____ This Indenture, Nade this ______ pervent - and State of Cansas of ______ in the County of ______ of the first part, and agrees ? Juller______ of the second part, Witnesseth, That the said part 11d_of the first part in consideration of the sum of -___ DOLLARS, to Liven ___ duly paid, the receipt a Rive Kundred of which is hereby acknowledged, have_sold and by these presents do __grant, bargain, sell and mortgage to the said party_ of the second part in the County of Douglas and State of Kansas, described as tollows, to wite lole number twenty (20) twenty one (21) and twenty Levo (1,2)(1),1,1, aide of high (5) Street, Baldwin lity, County and Mate aforesaid with all the appurtenances, and all the estate, title and interest of the said part \mathcal{U} of the first part therein. And the said - Saura I. Whitney and William Whitney her husband do -- hereby covenant and agree that at the delivery hereof fleey 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 In consideration of full pay-This grant is intended as a Mortgage to secure the payment of the sum of = -- Five Hundred Wollars according to the terms of <u>a</u> <u>certain</u> <u>brownies ory note</u> <u>this day executed and delivered by the</u> said <u>Jaura Whitney and William Whitney</u> to the said party of the second part: bayable on or before there years from date, with interest at the rate of eight fer and per annum, unterest bayable remiannually I hereby release the A. ... day of . Quon the ment of and this conveyance shall be void it 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 fux 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 _*Le2_excutors*, 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 Jaura 1. Whitney and William Whitney heirs and assigns. In Witness Whereof, The said parture of the first part, have hereunto set Luce hands and seal the day and year first bura & Whitney William Whitney above written. (SEAL.) Signed and delivered in presence of ____(SEA1...) (SEAL.) ___(SEAL.) STATE OF KANSAS, SS. County of Douglas Be it Remembered, That on this -25th day of -9th y . A. D. 18 90, before me, O & A. c. hards - - - - - - - , Notary Public in and for said County and State, came Saura I. Whitney and William Whitney ber husband_ to me personally known to be the same person-who executed the foregoing instrument, and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written. My commission expires taby - 26- 18 93. O. & Richards Notary Public. Recorded and _____ A. D. 18 90, at 4 ____ o'clock f- M. aner Brooks-