

the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will Warrant and Defend the same against all claims whatsoever Except a Mortgage of Four hundred Dollars to G. Governor)

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred (\$1200) Dollars, due and payable in Four years from date thereof, with interest thereon from Date at six per cent per annum, according to the terms of four certain promises or notes this day executed and delivered by said Thomas E. Evans, to the said party of the second part; and this conveyance shall be void if such payment be made as in said notes 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 and costs which may have accrued thereon, at the expense of said first party, and such taxes, penalties, costs 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 ten per cent per annum. But if default be made in the payment of said notes, 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 notes and the interest thereon, and all taxes paid by said second party or his assigns, 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 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 according to the provisions of this instrument, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale on demand to the said Thomas E. Evans 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

Thomas E. Evans seals

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 25th day of October A.D. 1890 before me, J. N. Van-Hoosen, a Notary Public in and for said County and State, came Thomas E. Evans, a Widower 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 subscribed my hand and affixed