

gages for \$1250.00 of this date, made to or owned by said Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of one hundred and fifty eight Dollars, according to the terms of one certain mortgage note this day, executed by the said Boyd all dated Jan'y 13th 1891, payable to E. W. Metcalf or order, at the Importers and ^{Exporters} National Bank, in New York City.

Now if such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or in the taxes or assessments, or if default be made in the payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns, interest at the rate of 10 per cent. per annum computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of 10 per cent, but the party of the the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage, and may recover for all such payments, with interest at ten per cent, in any suit for foreclosure of this mortgage; 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 waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, and a reasonable attorneys fees for the foreclosure of this mortgage, to be taxed as other costs in the suit.

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

George Boyd Jr.

(Seal)

State of Kansas,
Douglas County. } ss.

Be it Remembered, that on this 13th day of January A.D. 1891 before me, a

The following is indexed on original instrument.