

and defend the same against all claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred (\$300) Dollars, according to the terms of one certain promissory note this day executed by the said William Georgie and Sarah Ann Georgie to the said party of the second part. Said note being given for the sum of Three hundred Dollars dated March 23, 1891 due and payable in five years from Apr. 1, 1891 thereof with interest thereon according to the terms of said note and as shown by coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons provided, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof in default whereof the said mortgagor may pay the taxes and accruing penalties interest and costs at the expense of the parties of the first part, and the expense of such taxes and accruing penalties interest and costs shall from the payment ^{thereof} be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 percent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part shall be due and payable or not, at the option of the party of the second part, 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 or to become due according to the conditions 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 William and Sarah Ann Georgie heirs and assigns.

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

Signed, sealed & Delivered in presence of

J. N. Van Hoesen

William Georgie

(seal)

Sarah Ann Georgie

(seal)

State of Kansas,

County of Douglas } ss

Be it Remembered, That on this 23^d day of March A.D. 1891 before me, N.

The following is indorsed on the original instrument