

above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a prior mortgage of \$2000<sup>00</sup> drawing interest at six per cent and that they will warrant and defend the same against all claims whatsoever.

This grant is intended as a mortgage to secure the payment of the sum of One thousand and (\$1000) Dollars, due and payable in one year from date thereof, with interest thereon at Eight per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Charles F. and M. Olive Stanley to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument is specified.

And the said parties of the first part hereby agree 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 parties of first part, and such taxes, penalties and 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 note, 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 note and the interest thereon, and all taxes paid by said party of second part or her assigns, become and be due and payable, or not, at the option of said party of second part or assigns said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part her executor, administrators, or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law appraised or unappraised, and the proceeds of such sale, after the payment of 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 Chas. F. & Olive Stanley, heirs or 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.

Charles F. Stanley      [seal]  
M. Olive Stanley      [seal]

State of Kansas, Douglas County, ss.

Be it Remembered that on this 31<sup>st</sup> day of October A.D. 1891 before me N. Van Hosen, a Notary Public in and for said County and State, came Charles F. Stanley and M. Olive Stanley, his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknow-