

the same against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred (\$100.00) Dollars, due and payable in Twelve months from date thereof, with interest thereon at 8% per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Jane Burt and J. W. Burt her husband 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, and to keep the buildings erected and to be erected on said premises, insured in favor of the party of the second part or his assigns, in the sum of _____ Dollars, in an insurance company agreeable to party of second part, in default whereof said party of the second part may pay such taxes and any penalties and costs which may have accrued thereon, and effect such insurance at the expense of said parties of first part, and such taxes, penalties, costs and insurance, 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 twelve 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 or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance 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, appraisement hereby waived or not, at the option of the party of the second part, her executor, administrators, or assigns, and out of all the money 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 Jane Burt or J. W. Burt her husband or 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.

Jane Burt

[seal]

J. W. Burt

[seal]

State of Kansas, Kansas County, ss.

Be it Remembered, that on this Tenth day of March A.D. 1892 before me Geo. B. Edgar a Notary Public in and for said County, and State, came Jane Burt & J. W. Burt her husband to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto subscribed my hand and affixed my official

The following is imposed on the original instrument