This Grant is intended as a mortgage to secure the payment of the sum of One Hundred & Fifty Dollars, and interest thereon, according to the terms of a certain mortgage note this day executed by the said John N. Byrd and Elizabeth L. Byrd to wit:
Note No. 1. for One Hundred & fifty Dollars, due June second, 1894, all dated June second 1892. payable to Mary E. Byrd or order. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent;

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties 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 of said taxes or assessments, as provided, or if default be made in the agreement to insure, 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 her heirs, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments 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 part of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, 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, her 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 money 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 attorney's fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.

John N. Byrd (Seal)
Elizabeth L. Byrd (Seal)

State of Kansas
County of Douglas } ss.

Be it Remembered that on this Second day of June A.D. 1892 before me a Notary Public in and for said County and State, came John N. Byrd and Elizabeth L. Byrd to me personally known to be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.