

parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, 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 Six Hundred Dollars, due and payable in two years from date thereof, with interest thereon from date at Eight per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said parties of the first part 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 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, 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, 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 second party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part his executors, 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, his executors, 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 parties of the first part, their 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.

James H. Sands [Seal]
 Lucie E. Sands [Seal]

State of Kansas, Douglas County, ss.

Be it Remembered, That on this Twentieth Eighth day of September A.D. 1892 before me, Joseph E. Riggs, a Notary Public in and for said County and State, came James H. Sands and Lucie E. Sands his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.