

(19) containing Forty (40) acres more or less with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said 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, except a prior mortgage of \$417.⁰⁰

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and Sixty (\$160.⁰⁰) Dollars due and payable in One year 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 Robt N. and Ida Matts 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, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or her assigns, in the sum of One hundred Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, 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 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, 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 second party or her 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, her 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, her executors, administrators, or assigns, and out of all the moneys 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 Robt N. & Ida Matts 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.

Witness to signatures

J. N. Van Hoesen

State of Kansas, Douglas County, ss.

Robert N. Matts

[seal]

Ida Matts

[seal]