

first part, and R. M. Bruce of the second part.
 Witnesseth, That the said parties of the first part, in consideration of the sum of Ninety Seven and $\frac{5}{100}$ Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Lot number one hundred and seventy three (173) in Addition number two (2) in North Lawrence in said County and State, with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Theodore H. Moore and Maria Moore 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. This Grant is intended as a Mortgage to secure the payment of the sum of Ninety Seven and $\frac{5}{100}$ Dollars, according to the terms of our certain promissory note this day executed by the said Theodore H. Moore and Maria Moore to the said party of the second part. This conveyance is made subject to a certain mortgage held by N. C. Beardsley for \$300. given May 16th 1891 and a second Mortgage held by William T. Sinclair for \$105.00 dated May 16th 1891.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole shall be due and payable, and it shall be lawful for said party of the second part, his 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 hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and reasonable attorneys fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Theodore H. Moore and Maria Moore their heirs and assigns.

In Witness Whereof. The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in the presence of:

Geo. B. Edgar

Theodore H. Moore

Maria Moore

State of Kansas
 County of Douglas } ss.

Be it Remembered, That on this 3^d day of July A.D. 1893 before me, a Notary Public in and for said County and State, came Theodore H. Moore & Maria Moore his wife