

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 No Eight (8) and the North half of Lot No Nine (9), both in Block No Twelve (12) of Lane Place, in the City of Lawrence; Also the following: Commencing at the South East corner of the North West quarter of Section No. Sixteen (16), in Township No Twelve (12) South, of Range No Nineteen (19) East of the 6th P.M., thence running North 116 and $\frac{1}{4}$ Rods, thence West $35\frac{3}{4}$ Rods, thence South 116 and $\frac{1}{4}$ Rods to the South line of said Sec. 16, thence East to beginning, containing 26 acres of land, more or less; Grantors agree to maintain \$300. insurance upon house on said Lots 8 & 9, for benefit of second party, his heirs and assigns 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 same in quiet and peaceable possession of 2d party, his heirs and assigns forever, against all lawful claims.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Seventy five Dollars according to the terms of one certain mortgage note this day executed and delivered by the said Mary S. Sangston and Nathaniel T. Sangston to the said party of the second part, and this conveyance shall be void if such payment be made as 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 become 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 sales, to retain the amount then due for principal and interest, 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 and assigns.

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

Mary S. Sangston [seal]

Nat T. Sangston [seal]

Carrie N. Sangston (Unmarried)

State of Kansas, County of Douglas. ss.