

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 situate in the County of Douglas and State of Kansas described as follows to wit

seventeen and a half acres of land in the Southwest quarter of the Northeast quarter of section thirteen (13) township twelve (12) of Range nineteen (19) bounded as follows - Beginning at a point forty five (45) rods North of the Southeast corner of said Southwest quarter of said Northeast quarter of section thirteen (13) thence North thirty five (35) rods thence West eighty (80) rods thence South thirty five (35) rods thence East eighty (80) rods to the place of beginning with the appurtenances and all the estate title and interest of the said parties of the first part therein

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of a certain promissory note of even date herewith payable five years from date to draw eight per cent interest from date said interest payable annually and said note signed by said Jane Lewis W. H. Lewis and Geo. B. Lewis to said Gilmore

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute 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 and out of all the money 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 ten per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the overplus if any there be shall be paid by the party making such sale to the said Lewis their heirs or assigns and for the said consideration the said parties of the first part hereby waive appraisement of said real estate.

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

Signed Sealed and Delivered in the presence of

W. H. Lewis {Seal}

Wm. H. Barry

James Lewis { Seal }

G. B. Lewis

State of Kansas }
County of Douglas } ss.

Be it Remembered That on this third day of March A.D. 1883
before me a Notary Public in and for said County and State came
James Lewis H. Lewis and Geo. B Lewis to me personally known to be