

and all the estate, title and interest of the said parties of the first part therein. And the said John Hathkins does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 one thousand dollars according to the tenor and effect of a certain promissory note of even date herewith for the sum of \$1,000⁰⁰ made by the said John Hathkins payable to the order of said Jacob Kilworth in five years after date with interest from date at the rate of ten per cent per annum payable semiannually with the privilege on the part of the maker of paying said note any time before maturity in sums of not less than five hundred dollars each as more definitely expressed in said note: 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 in the sum of at least one thousand dollars for the benefit of said Jacob Kilworth 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 sale 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 or 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.

John Hathkins (Seal)

Catherine Hathkins (Seal)

State of Kansas Douglas County, ss.

Be it remembered, That on this 20th day of June A. D. 1853 before me John Charlton a Notary Public in and for said County and State, came John Hathkins and Catherine Hathkins his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged