

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 except our homestead last above described of three lots

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of one certain promissory note executed by the said Mary J. McCullough and J. B. McCullough to the said party of the second part Dec. 1st. 1881 and due in four years from that date with interest at the rate of nine per cent per annum payable annually with exchange

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 to amount of \$1000. for benefit of this mortgagee 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 attorney's 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 Mary J. McCullough her heirs and assigns

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

Signed Sealed and Delivered in the Presence of

D. S. Alford

Mary J. McCullough {Seal}

James B. McCullough {Seal}

State of Kansas County of Douglas ss.

Be it Remembered That on this 5th. day of July A.D. 1883 before me a Notary Public in and for said County and State came Mary J. McCullough and J. B. McCullough her husband to me personally known to be the same persons who

The following is inclosed on the original instrument
a certificate of full payment of the within mortgage hereby