

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 Two Hundred Dollars according to the terms of one certain Bond with coupons attached of even date herewith 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 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

per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said Justus Asmann or to his 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 the day and year last above written

Justus Asmann & Seal

Betty Asmann & Seal

State of Kansas County of Douglas ss.

Be it Remembered That on this 24th day of July A. D. 1883 before me a Notary Public in and for said County and State came Justus Asmann and Betty Asmann his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written

[L.S.]

James T. Stevens Notary Public

Comm. expires May 15th 1887

Recorded July 24th 1883 at 5²⁰ o'clock P.M.

Alfred Arnold
Register of Deeds