

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 One hundred Dollars according to the terms of a certain promissory note of even date herewith made and executed by the parties of the first part to the party of the second part for One hundred dollars payable May 1st 1886, with interest thereon at the rate of eight per cent per annum from date thereof until paid, interest payable annually.

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 ten per cent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, and the surplus, if any, there be shall be paid by the party making such sale, to the said E. D. F. Phillips 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.

E. D. F. Phillips Seal

Augusta A. Phillips Seal

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 14th day of October A.D. 1884 before me a Notary Public in and for said County and State came E. D. F. Phillips and Phillips 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.

[E.S.]

J. H. Blythe

Notary Public

My Commission expires Oct. 8, 1885.

Recorded March 3^d 1885 at 11⁵ o'clock A. M.

A. J. Connolly

Register of Deeds

The following is returned on original instrument -
Shereby acknowledge full payment of the note by the within Mortgage secured and authorize the Register of Deeds
of Douglas County to discharge the same of Record
Notary Public 5th 1884

James A. Phillips

Recorded Nov. 7, 1884 at 11 o'clock A. M. James Brooks Register of Deeds
By Geo. C. Carman Deputy