

in consideration of the sum of One Hundred and Thirty Dollars to them duly paid the receipt of which is hereby acknowledged have 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 situated in the County of Douglas and State of Kansas described as follows to wit:
 The East one half (1/2) of Lot Forty nine (49) Simpson's subdivision in that part of the City of Lawrence formerly known as North Lawrence with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties 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 2 mortgages to Mary J. Smith.

This Grant is intended as a mortgage to secure the payment of the sum of One Hundred and Thirty Dollars according to the terms of one coupon note this day executed by the said John D. Purgason to the said party of the second part due and payable as follows the sum of ten dollars on or before the 9th day of November 1887 and ten dollars on or before the 9th day of every month thereafter until the full amount of One Hundred and thirty dollars with interest from this date at ten per cent per annum shall have been fully paid. 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 then this conveyance shall become absolute and the whole shall be due and payable and it shall for said party of the second part his executor 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 executor 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 a reasonable attorney fee for foreclosure of this mortgage the said fee to be due