

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 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 Six Hundred Dollars according to the terms of a certain promissory note this day executed and by the said parties of the first part to the said party of the second part:

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 base or if the insurance is not kept up thereon 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 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 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 attorneys fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party making such sale on demand to the said 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.

Philip Putt 

Anna Putt 

State of Kansas } ss.
County of Douglas }

Be it Remembered That on this 27 day of April A. D. 1885 before me, a Notary Public in and for said County and State came Philip Putt and Anna Putt to me personally known to be the same persons