

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 Two hundred and twenty five dollars according to the terms of one certain promissory note this day executed and delivered by the said Michall Oswald & Sarah Oswald his wife to the said party of the second part; 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 become due and payable and it shall be lawful for said parties of the second part his executor administrators and assigns at any time hereafter 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 together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said Michall Oswald & Sarah Oswald his wife heirs or 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.

Michall Oswald 
Sarah Oswald 

State of Kansas, Douglas County ss.

Be it remembered that on this fifth day of Sept. A.D. 1881 before me a Notary Public in and for said County and State came Michall Oswald & Sarah Oswald his wife to me personally known to be the same person 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.



T. C. Newlin

Notary Public.

Commission expires Feby. 1st 1882.

Recorded September 8th 1881 - 2⁴² O'clock P.M.

A. W. Kennard
Register of Deeds.