

covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and signed 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 Two hundred and twenty five dollars on or before two years from the date hereof with interest at the rate of ten per cent per annum from date till paid payable annually according to the terms of one certain promissory note this day executed and delivered by the said Vienna Leeper and Allen Leeper 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 party of the second part her 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 her executors 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 then be shall be paid by the party making such sale on demand to the said Vienna Leeper her 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.

Vienna Leeper 
Allen Leeper 

State of Kansas } ss.
County of Douglas }

Be it remembered that on this 2nd day of December A.D. 1880 before me as Notary Public in and for said County and State came Vienna Leeper and Allen Leeper her husband 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.

(23)

James M. Hendry
Notary Public

Recorded November 16th 1881 at 9¹² O'clock A.M.

Alfred H. Old
Register of Deeds