

granted and seized of a good and indefeasible estate of inheritance therein and will warrant and defend the same and that the same is free and clear of all incumbrances

This Grant is intended as a mortgage to secure the payment of the sum of Five Hundred dollars one half payable in three years and one half in five years from ^{the} date hereof with interest at eight per cent per annum according to the terms of two certain notes this day executed and delivered by the said George Funk and Elizabeth Funk 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 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 money 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 George Funk his heirs and assigns. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written

George Funk 
Elizabeth Funk 

State of Kansas }
Douglas County } ss

Be it Remembered That on this fourth day of March A.D. 1882 before me a Notary Public in and for said County and State came George Funk and Elizabeth Funk his wife to me personally