

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 & fifty Dollars according to the terms of two certain notes this day executed by the said first parties to the said party of the second part first for \$125 due one year after date. 2^d for \$125 due two years after date with interest at ten per cent from date payable annually.

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 if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as provided herein, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof and it shall be lawful for said party of the second part his 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 waived" and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest together with the cost 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 first parties their heirs and assigns.

In Witness Whereof The said parties of the first part have herunto set their hands and seals the day and year last above written.

Signed Sealed & Delivered in presence of
 John W. DeValley
 L. L. Wharton

Nancy E. Foy
 Charles W. Foy

State of Kansas }
 Douglas County }

Be it Remembered That on this 12 day of August A.D. 1885 before me a Notary Public in and for said County and State came Nancy E. + Charles W. Foy husband & wife to me personally known to be the persons who executed the foregoing instrument and duly acknowledged the execution of the same.