

This Grant is intended as a Mortgage, to secure the payment of the sum of Eight Hundred ⁷⁵/₁₀₀ Dollars according to the terms of one certain promissory note this day executed and delivered by the said George Funk and Elizabeth Funk to the said party of the second part: payable Five years from date at The Merchants Bank of Lawrence Kansas. 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, 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 hereby waived or not, at the option of the party of the second part his 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 overplus if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, or 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 last above written.

George Funk (Seal)
Elizabeth Funk (Seal).

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 10th day of July A. D. 1885 before me Alfred Whitman, a Notary Public in and for the County and State, came George Funk and Elizabeth Funk his wife 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 the day and year last above written.