

and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, 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 Three hundred and fifty dollars on or before three years from the date hereof with interest thereon at Eight per cent per annum payable semi-annually according to the terms of One certain note and coupons this day executed and delivered by the said Morton S. Eddy and Rose J. Eddy 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, 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 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 there be, shall be paid by the party making such sale or demand, to the said Rose J. Eddy her 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.

Morton S. Eddy (Seal)
Rose J. Eddy (Seal)

State of Kansas }
Douglas County }^{ss}

Be it Remembered, That on this 29th day of August A.D. 1885 before me Joseph E. Riggs