

doth hereby covenant and agree that at the delivery hereof she is 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 except the above mentioned Mortgage of \$450 to W. C. Beardsley.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred and Twelve $\frac{50}{100}$ Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Lucena R. Sprague 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 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 her heirs and assigns.

In Witness Whereof. The said party of the first part hath hereunto set her hand and seal the day and year last above written.

Lucena R. Sprague (Seal).

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 31st day of August A. D. 1885 before me a Notary Public in and for said County and State, came Lucena R. Sprague (widow) to me personally, known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.