

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 One hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Henry and Mary E. Kaegi 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 surplus if any there be shall be paid by the party making such sale on demand, to the said Henry and Mary E. Kaegi 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.

Signed and delivered in Presence of

A. A. Cooper

Henry D. Kaegi (seal)

Mary Kaegi (seal)

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this fifth day of October A. D. 1885 before me A. A. Cooper a Notary Public in and for said County and State came Henry Kaegi and Mary E. Kaegi his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the