

and interest of the said parties of the first part therein. And the said first parties 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 Two Hundred Dollars according to the terms of One certain Bond & nine coupons this day executed by the said J. A. and A. E. Motter to the said party of the second part: for \$200 due August 1<sup>st</sup> 1886 with interest at twelve per cent as evidenced by nine coupons for two dollars each payable on the first days of each month beginning with Dec. 1885.

And this conveyance shall be void if such payment be made as is 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 becomes 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, "appraisal waived;" and out of all moneys arising from such sale, to retain the amount then unpaid of 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 demands, to the said J. A. or A. E. Motter their 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.

J. A. Motter

(seal)

A. E. Motter

(seal)