

indefeasible estate of inheritance therein, free and clear of all incumbrances except a first Mortgage of \$500 of even date herewith.

This Grant is intended as a mortgage, to secure the payment of the sum of One hundred and Eight $\frac{00}{100}$ Dollars according to the terms of one certain promissory note this day executed and delivered by the said John W. Zerby to the said party of the second part payable 3 yrs. from date at The National Bank of Lawrence Kas., 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 party of the first part or his heirs and assigns.

In Witness Whereof. The said party of the first part has herewith set his hand and seal the day and year last above written.

John W. Zerby seal.

State of Kansas }
County of Douglas }²³

Be it Remembered, That on this 31 day of October A.D. 1885 before me Alfred Whitman, a Notary Public in and for the County and State came John W. Zerby to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.