

said Andrew Lutz and Carolina Lutz his wife 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 Four Hundred dollars according to the terms of a certain note this day executed and delivered by the said Andrew Lutz to the said party of the second part; 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 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 Andrew Lutz, heirs or 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.

Andrew Lutz
Carolina Lutz

(Seal)

(Seal)

State of Kansas }
County of Douglas }^{ss.}

Be it Remembered, That on this 9th day of November A.D. 1885 before me, Register of Deeds in and for said County and State, came Andrew Lutz and Carolina Lutz his wife to me personally known to be the same persons who executed the foregoing instrument, and duly