

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 and twelve dollars according to the terms of one certain promissory note this day executed and delivered by the said Parties of the first part 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 sales, 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 Parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part have herewith set their hands and seals the day and year first above written.

Sarah M. Russell (Seal)

Alongo Russell (Seal)

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 25th day of November A. D. 1885 before me D. L. Hoadley a Notary Public in and for said County and State came Sarah M. Russell and Alongo Russell her husband to me personally known to be the same persons who executed the foregoing