

incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars as follows. To be paid in yearly Payments of two hundred Dollars Each, From the first day of May A.D. 1886 (The first payment being due the first day of May 1887) with interest at the rate of eight per cent per annum from date according to the terms of Ten certain promissory notes this day executed and delivered by the said Frank Lutz and Mary E. his wife 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, 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 hereunto set their hands and seals the day and year first above written.

Signed and delivered in Presence of

Frank Lutz (seal)

Martin Schoepflin

Mary E. Lutz (seal)

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 8th day of December A.D. 1885 before me, a Justice of the Peace in and for said County and