

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 Six hundred and Fifty (\$650⁰⁰) Dollars according to the terms of Two certain Promissory notes this day executed and delivered by the said John C. Schwarz to the said parties 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 parties of the second part their 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 parties of the second part their 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 parties making such sale, on demand, to the said party of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in presence of J. C. Schwarz (seal)
Heagar Garvin

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 21st day of October A.D. 1885 before me Silas Garvin a Justice of the Peace in and for said County and State, came John C. Schwarz to me personally known to be the same person who executed the foregoing instrument.