

covenant and agree that at the delivery hereof he is the lawful owner 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 One Hundred ⁰⁰/₁₀₀ Dollars according to the terms of One certain promissory note this day executed and delivered by the said Joseph A. Shuck to the said party of the second part: payable One year 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 her 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 her 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.

Joseph A. Shuck *(seal)*

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

Be it Remembered That on this 2^d day of January A.D. 1886 before me, Alfred Whitman a Notary Public in and for the County and