

And the said Wm H. Starr and M. J. Starr 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 incumbrance.

This Grant is intended as a mortgage to secure the payment of the sum of One Thousand Dollars on or before two years after date with interest payable semi-annually at the rate of ten per cent per annum according to the terms of two certain promissory notes this day executed and delivered by the said Wm H. Starr and M. J. Starr 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 the 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, approval hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; and out of all the money 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 parties of the first part or their heirs or assigns.

In witness whereof, the said parties of the first part have hereunto set their hands and seals this day and year last above written.

Wm H. Starr

(Seal)

M. J. Starr

(Seal)

State of Kansas. Douglas County, ss.

Be it Remembered, that on this 26th day