

This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars in nine months from this date with interest at the rate of 10 per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Harry S. Hutton to the said part 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 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 party making such sale, on demand, to the said Harry S. Hutton his heirs or assigns.

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

He. S. Hutton {Seal}

Annie Hutton {Seal}

State of Kansas, Douglas County, ss.

Be it Remembered, That on this Eighth day of February A.D. 1886 before me John D. A. Norton a Notary Public in and for said County and State, came Harry S. Hutton and Annie Hutton his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.