

hundred and sixty acres more or less. with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Martin P. Hayes and Elizabeth Hayes 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 incumbrances.

This Grant is intended, as a Mortgage to secure the payment of the sum of Four thousand dollars according to the terms of a certain Promissory note this day executed and delivered by the said Martin P. Hayes and Elizabeth Hayes 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 said party of the second part her 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 sales, 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 parties of the first part 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

Friedrich Simon

State of Kansas }
County of Douglas } ss

Martin P. Hayes *Seal*
Elizabeth Hayes *Seal*

Be it Remembered, That on this 17 day of