

part therein. And the said Edward Boucher does hereby 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, ^{thereof} free and clear of all incumbrances.

This Grant is intended as a mortgage, to secure the payment of the sum of Two Hundred and Forty ⁰⁰/₁₀₀ Dollars according to the terms of five certain promissory notes this day executed and delivered by the said Edwin Boucher to the said party of the second part; payable 50⁰⁰ in One Month - 50⁰⁰ in two Mos - 50⁰⁰ in three Mos - 50 in 4 Mos and 40⁰⁰ in 5 Months

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 part making such sale, on demand, to the said party of the first part or his heirs and assigns.

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

Edward Boucher (Seal)

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 26th day of February, A.D. 1886, before me Alfred Whitman, a Notary Public in and for the County and State, came Edward Boucher to me personally known to be