

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 Sixty five dollars according to the terms of two certain promissory notes this day executed and delivered by the said Phocion Tompkins and Lizzie Tompkins to the said party of the second part; For fifteen dollars due on or before the 1st day of January 1887 and for fifty dollars due on or before January 1st 1888 interest at eight per cent and this conveyance shall be void if such payments 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 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 parties of the first part or 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 last above writtlen,

Phocion H. Tompkins *Seal*
Lizzie Tompkins *Seal*

State of Kansas
County of Douglas *Seal*

Be it Remembered, That on this 20th day of March, A.D. 1886 before me, James Brooks, a Notary Public in and for the County and State, came Phocion H. Tompkins and Lizzie Tompkins, to me