

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 except \$300 to R. C. Bird due Sept 86

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars, according to the terms of a certain promissory note this day executed by the said First Parties to the said party of the second part: W. C. W. Humphrey P. for \$800⁰⁰ June 5. 86 With 12% Interest from Maturity.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; 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 waived" and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the cost 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 First Parties 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 written.

W. C. W. Pryor [Seal]
Maggie Pryor [Seal]

State of Kansas)
Douglas County } ss.

8 day Be it Remembered, That on this 8 day of Feb'y A. D. 1886 before one a Notary Public in and for said County and State, came W. C. Pryor