

And the said Thomas J. Hutchison does hereby covenant and agree that at the delivery hereof he is the lawful owner of premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

This Grant is intended as a mortgage to secure the payment of the sum of ~~Two~~ Hundred ^{and} Dollars according to the terms of One certain promissory note this day executed and delivered by the said Thomas J. and Sarah J. Hutchison to the said party of the second part; payable Two years from date at the National Bank of Lawrence Kansas 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part or his heirs and assigns.

On Witness whereof, the said parti-