

estate, title and interest of the said parties of the first part therein. And the said David S. Clinger 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 therein free and clear of all encumbrances save and except a mortgage to A. S. Yeatman recorded Mortgage book 8 page 578 of the records of said Douglas County.

This Grant is intended as a Mortgage to secure the payment of the sum of two hundred and sixty dollars (\$260) according to the terms of four certain promissory notes this day executed and delivered by the said David S. Clinger to the said party of the second part: payable to said Charles P. Yeatman or order with interest from maturity at the rate of ten per cent. per annum: one for two hundred dollars payable three years after date being the principal note; and three notes for twenty dollars (\$20⁰⁰) each being interest notes and payable in one two and three years respectively after date. 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 on if the insurance is not kept up thereon then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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 sales, to retain the amount then due for 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 demands to the said David S. Clinger his heirs and assigns.

The following is witnessed on Original Instrument
In consideration of full payment of the within mortgage
I hereby release the same this 21 day of March 1897
Jacob House

Recorded March 26, 1897