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and all the estate, title and interest of the said parties of the first part therein, and the said N. Belvoe and Philomene his wife, do hereby covenant and agree that at the delivery hereof they 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

This Grant is intended as a Mortgage to secure the payment of the sum of three hundred dollars, according to the terms of three certain Prom Note this day executed by the said N. Belvoe and Philomene his wife to the said party of the second part;

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payments, 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 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 N. Belvoe and Philomene his wife, their heirs and assigns.

Do Witness Whereof, the said parties of the first part have hereunto set their hands and seal the day and year last above written.

Sealed and Delivered in Presence of
N. L. Brown W.D. Nicholas Belvoe {Seal}
Philomane Belvoe {Seal}

State of Kansas,
Franklin County, ss.

Be it Remembered that on this Twenty Ninth day of January A.D. 1890 before me a Notary

The following is endorsed on the original:
In consideration of full payment of the within mortgage I hereby release the same this 24th day of May, 1890.