

and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances except a Mortgage for \$700⁰⁰ given to Ed. Copley, Feby 8/1886. due in 9 months from date with interest at 10% per annum

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Sixteen Dollars, according to the terms of one certain promissory note this day executed and delivered by the said H. S. Hutson to the said party of the second part; due Dec 1st/1886 with interest at the rate of 10% per annum - for \$156⁰⁰

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 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 sales on demands to the said H. S. Hutson his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

H. S. Hutson *[Seal]*
A. L. Hutson *[Seal]*

State of Kansas,
County of Douglas, ss.

Be it Remembered, That on this 29th day of June, A.D. 1886 before me, W. S. Spangler