

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said grantors do hereby covenant and agree that 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 a mortgage of \$300.

When Grant is intended as a Mortgage to secure the payment of the sum of Eighty Dollars, according to the terms of a certain Installment Note this day executed by the said parties of the first part, to the said party of the second part, to be paid as follows: In ten equal installments of Eight Dollars each, as follows: The first installment on the first day of February 1887; the second installment on the first day of August 1887; and one installment on the first days of February and August in each year thereafter, until the entire sum is fully paid. 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 if the tax on said land are not paid when the same become due and payable, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof, and shall draw interest from date at the rate of twelve per cent. per annum; 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, appraise, without notice, 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 surplus, if any there be, shall be paid by the party making such sale, or demand, to the said parties of the first part, 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.

Witness
B. L. Bargar
L. J. Price

John Bargar *seals*
Elizabeth Bargar *seals*

State of Kansas,
Franklin County,

Be it Remembered, That on this 10th day of

The following is indorsed on the original instrument:
"Super all men by these presents that I Margaret B. Miller the party within named do hereby acknowledge full payment of the note by the foregoing mortgage, entered and authentic the Register of Deeds of the County of Douglas & approved in the State of Kansas to discharge the above of record. In witness whereof I have hereunto set my hand on this 23rd day of July, A.D. 1891."