

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 One Hundred and Fifty Dollars according to the terms of one certain note this day executed and delivered by the said John A. Smith to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payments 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 John A. Smith or his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

John A. Smith 

State of Kansas)
County of Douglas) ss.

be it remembered, That on this 21st day of June, A.D. 1886, before me, L. B. Le. Fosh a Notary Public in and for said County and State came John A. Smith to one personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.



L. B. Le. Fosh

My Commission expires Nov. 17, 1889

Notary Public

Recorded October 6, 1886 at 11³⁰ O'clock A.M.

B. J. Mann

Register of Deeds