

part therein. And the said Thomas B. Petefish 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.

This Grant is intended as a mortgage to secure the payment of the sum of six hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said Thomas B. Petefish to the said part of the second part, payable three years after date or before with interest at eight per cent per annum.

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 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 demand, to the said Thomas B. Petefish 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.

Thomas B. Petefish {Seal}

State of Kansas }
County of Douglas } ss.

Be it remembered, That on this 10th day of December A.D. 1886 before me, a Notary Public