

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 Ninety Nine dollars and fifty five cents according to the terms of one certain Note of hand this day executed and delivered by the said James M. Jameson and Elizabeth Jameson 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 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 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 notwithstanding 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the said James M. Jameson and Elizabeth Jameson 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 first above written.

Signed and Delivered

in Presence of

W. G. Price

James M. Jameson [seal]

Elizabeth Jameson [seal]

State of Kansas, Douglas County, ss:

Be it Remembered, That on this 20<sup>th</sup> day of December, A.D. 1886 before me, the undersigned, a Justice of the Peace in and for the County and State aforesaid, came James M. Jameson and Elizabeth Jameson who are personally known to me to be the same persons who executed the within