

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Oliver P. Barber and John Barber 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 encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Eleven hundred and Thirty Three Dollars balance of the purchase money according to the terms of two certain notes this day executed and delivered by the said Oliver P. Barber and John Barber to the said party of the second part; payable at the Merchants National Bank at Lawrence Kans. as follows to wit:

Five hundred & Sixty seven dollars on the 24th day of March 1888.
Five hundred & Sixty six dollars on the 24th day of March 1889
with interest thereon, 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 hereon, 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 sale, 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 Oliver P. Barber and John Barber 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.