

will Warrant and Defend the same, and that the same is free and clear of all incumbrances,

This Grant is intended as a mortgage to secure the payment of the sum of Two Hundred Dollars, One Hundred due July 1st 1888 and one hundred due July 1st 1889 with interest at 5% according to the terms of two certain notes executed and delivered by the said B. F. Smith dated July 1st 1886 to the said part 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, 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, 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 heirs and assigns.

In Witness Whereof, The said party of the first part have hereunto set their hands and seals the day and year first above written,

Benj. F. Smith [Seal]
B. F. S. [Seal]

State of Kansas, Douglas County, SS.

Be it remembered, That on this ninth day of July A.D. 1887 before me, a Notary Public, in and for said County and State, came Benj. F. Smith to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.