

of the said party of the first part therein. And the said Wm. Fix 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 incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars with interest at eight per cent according to the terms of one certain note this day executed and delivered by the said Wm. Fix 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 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 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 Wm. Fix 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.

Signed and Delivered in Presence of } William Fix [seal]
J. K. Van Boesen

State of Kansas
County of Douglas } ss.

Be it Remembered, That on this 18th day of May, A. D. 1887 before me, J. K. Van Boesen a Notary Public in and for said County and State came William Fix a single man to me personally known to be the same person who executed the foregoing instrument.