

the North West quarter of section No. Thirty six (36) all in Township No. Thirteen (13) South of Range No. Nineteen (19) East of the sixth principal Meridian - containing in all Eighty (80) acres; Excepting a strip of land for a road way 16 feet wide along the North line of last described tract.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John W. Wagner 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 Two thousand Dollars according to the terms of one certain promissory note this day executed and delivered by the said John W. Wagner to the said party of the second part; said note being due and payable on or before ten years after date, with interest payable annually at ten 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, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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 money 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the said John W. Wagner his 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

Exception of roadway made before delivery

John W. Wagner [seal]

Martha A. Wagner [seal]

Jos. B. Ingers Conveyancer.

The following is inserted in the original instrument