

number ^{thirteen} (13) Range number Eighteen (18), and containing One hundred and sixty (160) acres according to Government Survey, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. P. Banker and Mary M. Banker do hereby covenant and agree that at the delivery hereof they are 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 Five hundred Dollars (\$500⁰⁰) in five years after date hereof with interest thereon at the rate of Six (6) per cent. per annum, payable annually according to the terms of one certain promissory note this day executed and delivered by the said J. P. Banker and Mary M. Banker 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 are 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 her 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 her 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 parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their signed sealed and delivered hands and seals the day and year last above written

in presence of
Levi A. Doane

J. P. Banker [seal]
Mary M. Banker [seal]

State of Kansas, Douglas County, ss.

Be it Remembered, That on this Twentieth day of September A. D. 1887 before me Levi A. Doane a Notary Public in and for said County and State, came J. P. Banker and his wife Mary M. Banker to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year