

her husband do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except one certain mortgage of \$1000⁰⁰ to Mrs D. Knox & Co.

This grant is intended as a mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said M. J. Bodwell and H. E. Bodwell to the said party of the second part: due and payable in two years from date with 12% interest thereon annually until paid said interest being payable on the 25th days of January & July 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, 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 sales, 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 M. J. Bodwell and husband or 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 L. E. Dallas }

M. J. Bodwell (Seal)
H. E. Bodwell (Seal)

State of Kansas } ss.
County of Douglas }

Be it Remembered, That on this 25th day of Jan'y A.D. 1888, before me Chester E. Dallas a Notary Public in and for said County and State came M. J. Bodwell and H. E. Bodwell her husband who are to me personally known to be the same person who executed the foregoing