

party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, ^{2d} seized of a good and indefeasible estate of inheritance therein, free & clear of all incumbrances Except a Mortgage of \$4000⁰⁰ on a part of said premises

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve thousand three hundred dollars & interest thereon at the rate of Nine per cent per annum payable on or before two years from date according to the terms of one certain Note and coupons this day executed and delivered by the said C. V. Mottram 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, ^{2d} out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs & 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 C. V. Mottram his heirs and assigns.

In Witness whereof, The said party of the first part has hereunto set his hand and seal the day & year first above written.

C. V. Mottram [Seal]

State of Kansas
County of Douglas } ss.

Be it Remembered, That on this Seventh day of January, A.D. 1888 before me, Joseph E. Riggs a Notary Public in and for said County and State came C. V. Mottram an unmarried man to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness whereof, I have hereunto set my hand & affixed my official seal on the day & year last above written.

[Signature]

Joseph E. Riggs

Notary Public

My Commission Expires Feb 12 1888

Recorded April 2, 1888 at 3¹² o'clock P.M.

James Briggs

Register of Deeds