

estate, title and interest of the said parties of the first part therein. And the said Parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Eighteen hundred $\$1800$ Dollars according to the terms of five certain promissory notes this day executed and delivered by the said John A. & Eliza May Muchruch to the said party of the second part Payable $\$500$ January 1st 1897 $\$500$ January 1st 1898 $\$500$ January 1st 1899 $\$500$ January 1st 1900 $\$500$ January 1st 1901 with interest at the rate of 8% per annum payable annually at National Bank of Lawrence Kas 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 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 overplus if any there be, shall be paid by the party making such sale, on demand, to the said John A. and Eliza Muchruch their 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.

John A. Muchruch (seal)
Eliza May Muchruch (seal)

State of Kansas,
County of Douglas } ss

Be it Remembered That on this 11th day of August A.D. 1896 before me Alfred Whitman a Notary Public in and for said County and State came John A. Muchruch & Eliza May Muchruch both unmarried to me personally known to be