

title and interest of the said parties of the first part therein. And the said parties of the first part do 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 incumbrances, except as hereinbefore stated. This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Seventy Dollars, according to the terms of one certain promissory note this day executed and delivered by the said to the said M. G. Bowersock payable at Lawrence National Bank Lawrence Kansas as follows, to wit: three years from the date with the interest thereon according to said promissory note to said parties of the second part, and their assigns. And this conveyance shall be void if such payments be made as hereinbefore specified. And the parties of the first part agree to pay all taxes assessed on said premises before any penalties, costs or interests shall accrue on account thereof. But if default be made by the parties of the first part in the payment of the aforesaid note, or any installment thereof, or any part thereof when due, or interest thereon according to the tenor of said note, or the taxes assessed on said premises, then this conveyance shall become absolute, and said promissory note, and all taxes, penalties, costs and interest thereon, which may have been paid by the parties of the second part, their executors, administrators or assigns, shall, at once become matured and be due and payable, and shall draw interest from maturity at ten per cent. per annum payable semi-annually, and the legal holder hereof shall be entitled to immediate possession of the above described premises, and to receive the rents, issues and profits arising therefrom, and it shall be lawful for said parties of the second part, their 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 waived; and out of all the moneys arising from such sale, to retain the amount then due, or to become due according to the conditions of this indenture, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part, their heirs and assigns. The parties of the first part, their legal representatives or assigns, hereby agree to pay all fees for record of the assignment and release of this instrument.

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

Signed, sealed & Delivered in presence of

David Shirar

(Seal)

Mary T. Shirar

(Seal)

State of Kansas,
Douglas County, } ss.

Be it Remembered That on this 12 day of June A.D. 1893, before me S. D. Steele in and for said County and State, came David Shirar and Mary T. Shirar his wife