

grant 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars, according to the terms of One certain promissory note this day executed by the said Samuel C. Beffly and Mary E. Beffly to the said parties of the second part: Due and payable two years from this date with interest thereon at the rate Eight per cent per annum payable annually at the Bank of Ottawa of Ottawa Kansas. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for said party of the second part, their successors 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 monies arising from such sale, to retain the amount then unpaid of 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 parties making such sale, on demand, to the said Samuel C. Beffly and Mary E. Beffly 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 last above written.

Samuel C. Beffly

[seal]

Mary E. Beffly

[seal]

State of Kansas }
Franklin County } ss.

Be it Remembered, That on this 14 day of Feby. AD 1894, before me, a Notary Public in and for said County and State, came Samuel C. Beffly and Mary E. Beffly his wife to me personally known to be the 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 last above written.

E. H.

E. H. Hanes

Commission expires 22 day of April 1894.

Notary Public

Recorded Feb. 17. 1894 at 12:55 o'clock P.M.

James Brooke
Register of Deeds