

interest of the said party of the first part therein. And the said J. D. Crawford and Martha E. Crawford 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 encumbrances, except a balance of two hundred and fifty dollars, secured by a Mortgage recorded Aug. 7. 1886.

This Grant is intended as a Mortgage to secure the payment of the sum of (\$300) Three hundred Dollars, according to the terms of one certain Coupon Bond this day executed by the said J. D. Crawford and Martha E. Crawford his wife to the said party of the second part, payable on the first day of May 1895 at First National Bank 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, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, 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 the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, "appraisement waived," and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said J. D. Crawford his heirs and assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year above written. April 10. 1894.

J. D. Crawford [seal]

Martha E. Crawford [seal]

State of Kansas
County of Douglas } ss.

Be It Remembered, That on this 4th day of April A.D. 1894 before me, a Notary Public in and for said County and State, came J. D. Crawford and Martha E. Crawford his wife 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 subscribed my name, and affixed my official seal on the day and year last above written.

J. D.

nm Thatcherston