

therein. And the said Elizabeth A. and James S. Byon 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred and Fifty Dollars (\$650.00) payable as follows to wit: Three Hundred Dollars (\$300.00) on or before January 1st 1884 and Three hundred and fifty Dollars (\$350.00) on or before January 1st 1885 with interest at the rate of eight (8) per cent. per annum payable annually according to the terms of two certain promissory notes this day executed and delivered by the said Elizabeth A. Byon and James S. Byon 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 late or if the insurance is not kept 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; and out of all the moneys arising from such sale to retain the amount then due for 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 parties of the first part or 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.

Signed Sealed & Delivered in Presence of
W. Elkins

Elizabeth A. Byon 
James S. Byon 

Territory of New Mexico, San Miguel County ss.

Be it Remembered that on this sixth day of January A.D. 1885 before me Edward W. Seltin a Notary Public in and for said County and Territory came James S. Byon 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.
 E. W. Seltin

My Commission expires Oct. 18th 1885

Notary Public

State of Kansas }
Douglas County

Be it Remembered that on this 29 day of January A.D. 1883 before me Levi A. Doane a Notary Public in and for said

The following is endorsed on the original instrument
The debt secured by within Mortgage having been paid in full I hereby
enter satisfaction thereof and declare said Mortgage released and discharged
In witness whereof I hereunto set my hand this 28th day of May 1884.
J. C. Vernon
Recorded May 28th 1884 135-Per
Off of Notaries Public in of Deeds