

Rode to the place of beginning containing Eight (8) acres of land and containing in the aggregate Eighty Eight (88) acres of land more or less with the appurtenances and all the estate title and interest of the said parties of the first part therein

And the said August Bitterly doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances save a \$600 mortgage dated Jan. 1. 1880 due in 5 years from date thereof given to E. B. Reed and assumed by said August Bitterly

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars being part purchase money of above premises \$500 of which is due in one year and \$100 of which is due on the 1st day of January A. D. 1886 with interest from date until paid at the rate of 7 per cent payable annually according to the terms of two (2) certain mortgage notes this day executed and delivered by the said August Bitterly 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 terms or if the insurance is not kept up 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 overplus if any there be shall be paid by the party making such sale on demand to the said August Bitterly his heirs or 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

August Bitterly {Seal}

Anna Maria Bitterly {Seal}

State of Kansas Douglas County ss.

Be it Remembered That on this first day of March A. D. 1883 before me a Notary Public in and for said County and State came August Bitterly and Anna Maria Bitterly his wife to me personally known to be the same persons who executed the foregoing instrument and duly