

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 \$1500 fifteen hundred Dollars according to the terms of one certain promissory this day executed and delivered by the said Mary J. McCullough and James B. McCullough to the said party of the second part One on or before three years after date at 8 per cent per annum until paid 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 taxes 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 her 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 her 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 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

Mary J. McCullough (Seal)

James B. McCullough (Seal)

State of Kansas Douglas County ss.

Be it Remembered That on this first day of August A. D. 1883 before me L. B. Steele a Notary Public in and for said County and State came Mary J. McCullough and James B. McCullough her husband to me personally known to be the same 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

(L. B. S.)

L. B. Steele Notary Public Lawrence

My Commission expires June 17 1886

Douglas County Kansas

Recorded August 1st 1883 at 12³⁰ P. M. *Alfred* Register of Deeds