

and Beardsley 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 Twelve Hundred Dollars (\$1200⁰⁰) being part of purchase money of said premises according to the terms of Two certain promissory notes this day executed and delivered by the said George & Beardsley and Beardsley to the said party of the second

part One of Six Hundred Dollars payable on or before one year after date and One of Six Hundred Dollars payable on or before Two years after date with 8 per cent interest from date 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 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 and Delivered in Presence of

L. S. Steele

Geo. H. Beardsley {Seal}

Adelaide Beardsley {Seal}

State of Kansas Douglas County ss.

Be it Remembered That on this 16th day of August A. D. 1883 before me L. S. Steele a Notary Public in and for said County and State came George H. Beardsley and Beardsley his wife 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

The following is indexed on the original instrument
Recorded June 12th 1884 Six hundred and thirty six dollars
in full and hereby cancel this Mortgage

Alice H. Peabody

Recorded June 12th 1884 at 10:55 A.M.

J. D. Hornold Register Deeds