

therefrom the North five (5) feet of said Lot the said North five (5) feet having heretofore been conveyed by said parties of the second part to one Oliver Butler

with the appurtenances and all the estate title and interest of the said parties of the first part therein and the said Elmer B. Butler does 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

This Grant is intended as a mortgage to secure the payment of the sum of Four hundred Dollars payable as follows: One hundred and thirty four dollars one year after date One hundred and thirty three dollars two years after date and One hundred and thirty three dollars three years after date with interest thereon at eight per cent per annum payable annually The said Four hundred dollars being for a part of the purchase money of said premises according to the terms of three certain promissory notes this day executed and delivered by the said Elmer B. Butler 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 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 their 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 their executors administrators or assigns and out of all the money 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 party of the first part or his heirs and assigns

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year last above written
 Signed Sealed and Delivered in Presence of
 Peter Bell Elmer B. Butler {Seal}

State of Kansas Douglas County ss.

Be it Remembered That on this 2^d day of October A.D.

The following is indorsed on the original instrument:
 Received payment in full of the within and this mortgage
 is fully satisfied and discharged.

J. B. Adams

Recorded July 23rd 1883 at 12^o o'clock P.M.

O. J. Arnold, Register of Deeds