

west (40) forty rods thence south easterly to the south east corner of said quarter section the place of beginning this mortgage being given to secure the unpaid portion of the purchase money the premises hereby mortgaged being the same this day conveyed to said Mortgagor by said Rugh and wife with the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said William J. Evans 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 except a certain mortgage hereinafter mentioned which the said Evans assumes.

This Grant is intended as a Mortgage to secure the payment of the sum of twelve hundred and eighty five dollars (\$285) according to the terms of two certain promissory notes of even date made by said William J. Evans payable to Thomas Rugh or order with interest from date at the rate of eight (8) per cent per annum, one for five hundred dollars (\$500) payable the first day of June A. D. 1884 and the other for Seven hundred and eighty five dollars (\$785) payable the first day of December A. D. 1884 and also to secure the performance of a certain bond of even date herewith made by the said William J. Evans to the said Thomas Rugh to secure said Rugh against a mortgage recorded mortgage book 3 page 513 of said Douglas County Records, and this conveyance shall be void if such payment be made as herein specified and said obligation be performed according to the terms thereof. 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 or if the terms of said obligation are not complied with 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