

all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eleven Hundred (\$1100) Dollars on or before ten years after date with interest at Eight per cent per annum from March 1st 1884 interest payable annually on the first day of March of each year according to the terms of one certain note this day executed and delivered by the said Henry Foutroy and Anna Foutroy 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 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 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.

Signed Sealed and Delivered in presence of

L. S. Steele

Henry Foutroy 
 Anna ^{his} Foutroy 
 witnesses.

State of Kansas Douglas County, ss.

Be it remembered, That on this 12th day of November A. D. 1883 before me L. S. Steele a Notary Public in and for said County and State came Henry Foutroy and Anna Foutroy his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged