

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 Six Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Emma B. Roseburg to the said party of the second part; payable in three years after date with interest at nine per cent per annum payable annually 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 party of the first part or her heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year last above written.

Emma B. Roseburg Real

State of Kansas, Douglas County, ss.

Be it remembered, That on this 24th day of September A.D. 1883 before me L. S. Steele a Notary Public in and for said County and State came Emma B. Roseburg to me personally known to be the same person 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.