

covenant and agree that at the delivery hereof she 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 Five Hundred ⁰⁰/₁₀₀ Dollars payable on or before three years from date at The National Bank of Lawrence Kansas with interest at the rate of Nine (9) per cent per annum payable annually according to the terms of one certain promissory note this day executed and delivered by the said Emma Remer and John R. Remer 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 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 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Mrs. Emma Remer seal

John R. Remer seal

State of Kansas Douglas County, ss.

Be it remembered, That on this 17th day of December A. D. 1883 before me Alfred Whitman a Notary Public in and for said County and State came Emma Remer and John R. Remer her husband to me