

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 Twelve Hundred Dollars with interest thereon according to the terms of one certain note this day executed and delivered by 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 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 surplus if any there be shall be paid by the party making such sale on demand to the said Martin H. Metaker his heirs or assigns.

In Witness Whereof The said parties of the first part have hereunto their hands and seals the day and year last above written.

Martin H. Metaker 

Mary E. Metaker 

State of Kansas, Douglas County, ss.

Be it Remembered that on this eleventh day of February A. D. 1884 before me R. B. Jamison Notary Public in and for said County and State came Martin H. Metaker and Mary E. Metaker 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.



R. B. Jamison, Notary Public