

therein. And the said Amos Walton 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 of three hundred and thirty dollars given Oct 5th 1883 and due Oct 5th 1884.

This Grant is intended as a Mortgage to secure the payment of the sum of \$100 one hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said Amos Walton 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 the 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 executor administrator or assign 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 party of the first part or his heirs or assigns.

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

Signed, Sealed and Delivered in Presence of } Amos Walton Seal
 A. H. Pierson

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 20th day of March A.D. 1884 before me Joel S. White County