

of all incumbrances.

This Grant is intended as a Mortgage to secure to the payment of the sum of Seven Hundred Dollars payable \$350 in one year and \$350 in two years from date with interest at six per cent per annum according to the terms of two certain promissory notes this day executed and delivered by the said J. P. Rose 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 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 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

J. P. Rose *[initials]*
Signed Sealed and Delivered in Presence of R. F. Rose *[initials]*
Geo. A. Banks,

State of Kansas, Douglas County ss.

Be it Remembered That on this 21st day of March A.D. 1884 before me Geo. A. Banks a Notary Public in and for said County and State came J. P. Rose and R. F. Rose husband and wife to me personally known to be the same persons 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