

interest of the said parties of the first part therein. And the said James Kane 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.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred ⁰⁰/₁₀₀ Dollars payable three years from date at the National Bank of Lawrence Kansas with interest at the rate of eight per cent per annum payable semiannually according to the terms of one certain promissory note this day executed and delivered by the said James and Anna C. Kane 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 term 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 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 James Kane his heirs and assigns. In Witness Whereof The said parties of the first part have herunto set their hands and seals the day and year last above written.

James Kane [initials]
Anna C. Kane [initials]

State of Kansas }
Douglas County }

Be it Remembered That on this 4th day of October A. D. 1884 before me Alfred Whitman a Notary Public in and for said County and State came James Kane and Anna C. Kane his 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 herunto subscribed my name and affixed my official seal the day and year last above written.

[initials] My Commission Expires Jan'y 30, 1887.

Alfred Whitman Notary Public.

Recorded October 4th 1884 at 5³⁰ O'clock P.M.

A. J. Arnold Register of Deeds.