

the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances save and except certain mortgage liens of prior date. This grant is intended as a mortgage to secure the payment of the sum of seven hundred dollars and interest thereon at eight per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part 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, and out of all the money 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 parties of the first part their heirs or assigns.

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

Carrie Eldridge 
S. W. Eldridge 

State of Kansas } ss.
Douglas County }

Be it Remembered That on this eighth day of October A. D. eighteen hundred and eighty-four before me Joseph C. Biggs a Notary Public in and for the County and State aforesaid came Carrie Eldridge and Shaler W. Eldridge her husband to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

(Seal)

My Commission expires March 12 1888.

Joseph C. Biggs
Notary Public

Recorded October 10 1884 at 12 O'clock No-

W. H. Hornold Register of Deeds