

said first parties 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 a mortgage of \$1500 to Mutual B. Co. Ins. Co.

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred & Thirty seven (\$1437) Dollars according to the terms of Two certain notes this day executed by the said M. B. & Maggie Pryor to the said parties of the second part. The 1st for \$1325⁰⁰ due March 1st 85 and The 2nd for \$112⁰⁰ due April 27 1885 said notes to bear 12% from date if not paid when due. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereon or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof, and it shall be lawful for said parties of the second part their 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 waived" and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the parties making such sale on demand, to the said first parties their heirs and 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.

State of Kansas }
Douglas County } ss.

M. B. Pryor

Seal

Maggie Pryor

Seal

Be it Remembered, That on this 28th day of January A.D. 1885 before me a Notary Public in and for said County and State came M. B. Pryor and Maggie Pryor his wife to me personally known to be the 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 year last above written.

[Seal]

D. B. Reed

Notary Public