

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 Three hundred and eighty seven $4\frac{7}{8}\%$ dollars in two equal payments on or before one and two years from date with interest thereon at the rate of eight percent per annum according to the terms of two certain promissory notes this day executed and delivered by the said John St. Roberts 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 successors 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 successors 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 John St. Roberts his 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.

J. St. Roberts 
Emily S. Roberts 

State of Kansas }
Douglas County }

Be it Remembered, That on this 11th day of May A. D. 1885 before me Joseph E. Riggs a Notary Public in and for the County and State aforesaid John St. Roberts and Emily S. Roberts his wife to me personally known to be the same persons who executed the foregoing instruments and duly acknowledged the execution the execution of the same.

In Witness Whereof I have hereunto subscribed my