

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and sixty two + ²⁵/₁₀₀ dollars in two payments on or before one and two years from date with interest from date until paid at the rate of eight per cent per annum according to the terms of two certain promissory notes this day executed and delivered by the said John Barber and Oliver P. Barber 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 Barber and Oliver P. Barber 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.

John Barber 
 Arrabella P. Barber 
 Oliver P. Barber
 Fannie B. Barber

State of Kansas } ss.
 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 came John Barber and Arrabella P. Barber his wife and Oliver P. Barber and Fannie B. Barber his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.