

Tutcher and J. H. Tutcher her husbands do hereby covenant and agree that 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.

This grant is intended as a mortgage to secure the payment of the sum of Three Hundred Dollars according to terms of one certain promissory note this day executed 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 in 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 party of the second part his executors administrators and assigns at any time hereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law "appraisement waived" and out of all the moneys arising from such sale to retain the amount then unpaid of principal and interest together with the cost 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 Susan Annetta Tutcher and J. H. Tutcher their heirs and assigns.

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

Signed Sealed & Delivered in Presence of
John O'Sullivan
Elba O'Sullivan

Susan Annetta Tutcher
J. H. Tutcher

State of Kansas }
Douglas County }

Be it Remembered, That on this 15th day of May A. D. 1885 before me a Justice of the Peace