

This Indenture made this third day of February in the year of our Lord one thousand eight hundred and eighty one between William C. McChintock (an widower) (being of lawful age) of the county of Douglas and State of Kansas of the first part and Avery S. Walker of the second part.

Witnesseth that the party of the first part in consideration of the sum of Six hundred Dollars to him in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does grant and convey to the said party of the second part his heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: North east quarter of Section Thirty one (31) Township Thirtieth (30) Range Twenty (20) east containing 160 acres with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and sold of a good and indefeasible estate of inheritance therein free and clear of all incumbrances: that he has good right to sell and convey said premises and that he will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Six hundred Dollars and interest thereon according to the terms of one certain mortgage note and 10 interest notes or coupons this day executed by the said Wm C. McChintock to wit: Note No. 1 for Six hundred Dollars due February 3rd 1886
Note No. 2 for --- Dollars due --- 1885
Note No. 3 for --- Dollars due --- 1882
all dated February 3rd 1881 payable to Avery S. Walker or order at the Merchants Bank Lawrence Kansas with interest payable annually on the first day of February in each year according to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent.

Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable; and in case of such default of any sum covenanted to be paid for the period of ten days after the same becomes due the said first parties agree to pay to said second party and

The following is endorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. Witness my hand this 14th day of October A.D. 1887
A. S. Walker
Recorded October 14th 1885 at 2 O'clock P.M. W. L. Hornsby
By C. C. Brinkley, Deputy Register of Deeds