

in the County of Douglas ^{and} State of Kansas described as follows to wit, The West 100 acres of the South East Quarter of Section Thirteen (13) Town Twelve (12) Range Seventeen (17) with the appurtenances ^{and} all the estate title and interest of the said parties of the first part therein And the said M.D.L. Warner and wife Jane 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 This Grant is intended as a mortgage to secure the payment of the sum of Two hundred and fifty dollars according to the terms of a certain note of hand this day executed and delivered by the said M.D.L. Warner to the said party of the second part 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 the taxes or if the insurance is not kept up thereon then this shall become absolute and the whole shall become due and payable 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 hereby waived or not at the option of the party of the second part his executors administrators 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 M.D.L. Warner his heirs or assigns.

Witness the hands of the said parties of the first part hereunto set their hands and seals the day ^{and} year last above written
 M.D.L. Warner {seal}
 Jane Warner {seal}

State of Kansas }
 County of Douglas } ss

Be it Remembered that on this third day of May A.D. 1881 before me a Justice of the Peace in and for said County and State came M.D.L. Warner and