

This Indenture made this 3rd day of January in the year of our Lord one thousand eight hundred and eighty one between Francis D. Tyer of Willow Springs in the County of Douglas and State of Kansas of the first part and Milton Smith of the second part:

Witnesseth that the said party of the first part in consideration of the sum of One Thousand Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant bargain sell and mortgage to the said party of the second part his heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: The South West quarter of Section five (5) Township Fourteen (14) of Range Twenty (20) East 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 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 One thousand Dollars (\$1000) according to the terms of three certain promissory notes this day executed and delivered by the said Francis D. Tyer 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 thereon 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 executor administrator and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law upon default hereby waived 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 Francis D. Tyer his heirs or assigns.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Francis D. Tyer

Signed Sealed and Delivered in the Presence of
Cabin W. Kloppe

State of Kansas } ss.
Douglas County }

Be it remembered that on this 3rd day of January A. D. eighteen hundred and eighty one before me at Notary Public in and for the County and State aforesaid came Francis D. Tyer to me personally known to me to be the same person who executed

Assigned at Page 403 Book 6.03 Mortgage
Satisfied at Page 405