

37 1/2 links thence North 5 3/4° chains thence East 15 3/4° chains to
 Section line thence South 5 3/4° chains to Beginning - 7 acres
 containing in all 47 acres of land with the appurtenances
 and all the estate title and interest of the said parties of the
 first part therein. And the said parties of the first part 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 Three Hundred Dollars due in
 one (1) year from date with interest from date until paid
 at the rate of ten (10) per cent per annum payable annually
 according to the terms of a certain note this day executed
 and delivered by the said Bartel Bates and Anna Bates
 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 executors administrators 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 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 Parties of the first part
 their heirs or 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

Bartel Bates { Seal }
 Anna Bates { Seal }

State of Kansas Douglas County ss.

Be it remembered That on this 20th day of
 December A. D. 1881 before me a Notary Public in and for
 said County and State came Bartel Bates and Anna
 Bates his wife to me personally known to be the same
 persons who executed the foregoing instrument and duly

The debt hereby secured having been paid in full
 I acknowledge full satisfaction of this mortgage
 January 14th 1884
 attest O. J. Hornold
 Notary Public