

This Indenture Made this sad. day of January in the year of our Lord one thousand eight hundred and eighty two between William S. Foster and Mary B. Foster his wife (being of lawful age) of the County of Douglas and State of Kansas of the first part and H. B. Temple of New York of the second part

Witnesseth That the parties of the first part in consideration of the sum of Five hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and by these presents do grant bargain sell and convey to the said party of the second part this heirs and assigns forever the following tracts or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit

The South half of the North Sixty (60) acres of the West half of the Southwest quarter of Section Four (4) less one acre sold to railroad and the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section Four (4) all in Township Fifteen (15) of Range Twenty (20) with the appurtenances and all the estate title and interest of the said part 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 owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances that they have good right to sell and convey said premises and that they 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 five hundred Dollars and interest thereon according to the terms of one certain mortgage note and two interest notes or coupons this day executed by the said parties of the first part to wit Note No. 1 for five hundred Dollars due January 1st. 1887 all dated January 3rd. 1882 payable to H. B. Temple or order at the Merchants Bank in Lawrence Kans. with interest payable semi-annually on the first days of January and July in each year according to coupons attached to said note The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security hereon

Now If such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the parties of the first part But if default be made in the payment of said principal sum or any part thereof or