

This Indenture made this fifth-day of February A.D. One Thousand eight hundred and eighty two between Kate Schopp of Cassen County, State of Nebraska of the first part and Luc F. Martin of Grant in the County of Douglas State of Kansas of the second part:

Witnesseth that the said parts of the first part for and in consideration of the sum of Eleven hundred Dollars to her duly paid the receipt of which is hereby acknowledged has sold and by these presents does convey bargain sell and mortgage to the said party of the second part her heirs and assigns forever all that tract or parcel of land situate in the County of Douglas and State of Kansas described as follows to wit:

Beginning at the North East corner of the North west quarter of Section Sixteen (16) Township Twelve (12) Range Twenty (20) Thence South forty six and one half (46 1/2) rods thence West thirty seven rods thence North three and one half (3 1/2) rods thence East ten (10) rods thence South thirty seven (37) rods to the South line of the North half of said quarter section thence West to a point where the center channel of a creek intersects said South line being about 100 rods east of the West line of said quarter section thence North westerly up the channel of said creek to the West line of said quarter section being about fifty rods South of the North West corner of said quarter section thence north about fifty or rods to the North West corner of said quarter section thence east a hundred and fifty rods to the beginning also the South West quarter of the South West quarter of Section nine (9) Township Twelve (12) Range Twenty (20) less one acre out of the North West corner thereof (16) Acres and one half by ten (10) rods North and South school lot all containing one hundred acres more or less with the appurtenances and all the estate title and interest of the said party of the first part therein.

This Grant is included as a mortgage to secure the payment of the sum of Eleven hundred Dollars according to the terms of five promissory notes of even date herewith said notes being due in one two three four and five years respectively the first four being for Two hundred Dollars each and the fifth and last for three hundred Dollars said notes are for the purchase money of said premises and also interest at 10% per annum and are signed by Kate Schopp and are payable to the order of Luc F. Martin. And this conveyance shall be void if such payments be made as herein specified. But if default be made in said payments on any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part her executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all the moneys arising out of such sale to retain the amount then due for principal and