

This Indenture Made this 17th day of February in the year of our Lord one thousand eight hundred and eighty two between Sidney S. Kerd & Loretta Kerd his wife of Grant in the County of Douglas and State of Kansas of the first part and James C. Norton, George Little & Edward D. Reelington of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Twenty two hundred (\$200) Dollars to him duly paid the receipt of which of hereto acknowledged has sold and by these presents does grant bargain sell and mortgage to the said parties 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:

South half of South West quarter of Section Twenty one (21) Township Twelve (21) Range Twenty (20) containing eighty acres of land more or less with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Sidney S. Kerd does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seign of a good and indefeasible estate of inheritance therein free and clear of all incumbrances. This Mortgage is given to secure the payment of part of the purchase money said land.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty two (\$200) hundred Dollars payable in or before one two three four five and six years from date with interest at seven per cent per annum according to the terms of six certain promissory notes this day executed and delivered by the said Sidney S. Kerd to the said parties 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 are not kept paid up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said parties of the second part their 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 parties of the second part their executors administrators or assigns: and out of all the money 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 parties making such sale on demand to the said Sidney S. Kerd his heirs or assigns.

In Witness Whereof the said parties of the first part

The following is inclosed, my life, on official instrument.