

This Indenture, Made this first day of April in the year of our Lord one thousand eight hundred and eighty two between E. C. Cowles ^{1st} Minnie S. Cowles husband and wife of Wakarusa in the County of Douglas ^{2nd} State of Kansas of the first part and S. S. King of Syracuse New York State of the second part

witneseth, That the said parties of the first part in consideration of the sum of Twelve Hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do 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 North East quarter of Section Thirty Four (34) Township Thirteen (13) Range Twenty containing One Hundred and Sixty acres more or less, with the appurtenances and all the estate till ^{9th} interest of the said parties of the first part therein And the said E. C. Cowles does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted ^{2d} 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 Twelve Hundred Dollars with interest payable annually at the rate of seven per cent per annum both principal ^{2d} interest payable at Syracuse New York. According to the terms of one certain promissory note this day executed and delivered by the said E. C. Cowles to the said party of the second part and this conveyance shall be void if such payment be made as therein specified, But if default be made in such payment or any part thereof or interest thereon or the taxes, 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 presented 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