

This Indenture Made this 20th day of May in the year of our Lord one thousand eight hundred and eighty-two between Alvin C. Owen and wife of Grant Township in the County of Douglas and State of Kansas of the first part and Esther C. Bales of the second part:

Witnesseth-That the said party of the first part in consideration of the sum of Eight Hundred Dollars to him duly paid has sold and by these presents does grant bargain sell and mortgage to the said party of the second part her 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 equal undivided half of all that tract and parcel of land situated in said County to wit: So much of the north half of the North East Quarter of Section Twelve Township Twelve of Range Twelve (12) as lies South of the track of the Union Pacific Railway Company adding thereby six and two acres more or less with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said Alvin C. Owen does hereby covenant and agree that at the delivery hereof he is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred dollars and interest at the rate of six percent per annum from date according to the terms of one certain promissory note executed and delivered by the said Alvin C. Owen 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 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 appraisement hereby waived or not at the option of the party or the second part her 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 Alvin C. Owen heirs or assigns.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year

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