

This Indenture Made the 20th day of May in the year of our Lord one thousand eight hundred and eighty two between George W. Ross and Emma E. Ross husband and wife of — in the County of Douglas and State of Kansas of the first part and Sophronie E. Ross of Butler County, Penn. of the second part:

Witnesseth That the said parties of the first part in consideration of the sum of Six Hundred & 00/100 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 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:

North West Quarter of Section Nine (9) Township Fifteen (15) of Range Twenty one (21) East containing 160 acres which premises they hold by virtue of a Warranty Deed dated Feb. 26, 1879 see record Book 16 page 626 (except fifty acres on the west side which has been conveyed to Charles Galletly by Warranty deed) - with the appurtenances and all the estate title and interest of the said parties 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 owners of the premises above granted and seized by a good and indefeasible estate of inheritance therein free and clear of all incumbrance This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said George W. Ross to the said party of the second part; Note dated May 20, 1882 due March the 15th A.D. 1885 interest from March 15th 1882 an eight per cent per annum until paid interest to be paid annually on the 15th of March each year And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereon or if the taxes on said land are not paid when the same become due and payable or if the insurance is not kept up thereon as provided herein then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof 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 in appraisement made; and out of all the moneys arising from such sale to return the amount then unpaid of principal and interest together with the costs and charges of making such sale and the surplus of any there be to shall be paid by the party making such sale on

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