

This Indenture Made this Twenty third day of June in the year of our Lord one thousand eight hundred and eighty two between William Cleland of Kanwaka in the County of Douglas and State of Kansas of the first part and Francis H. Stevens and George Smith of Middlesex County of Norfolk and Commonwealth of Massachusetts Administrators of estate of late Solomon D. Smith with will annexed of the second part:

Witnesseth That the said party of the first part in consideration of the sum of Fifteen hundred Dollars to him duly paid the receipt of which is hereby acknowledged ~~has~~ sold and by these presents does grant bargain sell and mortgage to the said parties of the second part their heirs and assigns forever all that tract or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit:

The South East Quarter of Section Thirty two ~~22~~ in Township Twelve N and Range Nineteen W in the Township of Kanwaka containing one hundred and sixty acres more or less with the building standing thereon. For my title to above tract of land see Letters Patent to the United States with seal of the General Land office affixed & recorded at said office Vol. 423 page 209. Also recorded with Douglas County Deeds in Book 14 page 472 Sept. 28th 1876. with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted and receipted 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 Fifteen Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part: 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 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 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 thereby provided or not at the option of the parties of the second part their 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

(For Assignment see Book 20 Page 230)
(For Release see Book 20 Page 231)