

Dollars, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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:

Being composed of the North half of the South East quarter of Section number Twenty Six (26) in Township number Twelve (12) of Range Nineteen (19) in said County and State containing by admeasurement Eighty acres be the same more or less.

with all 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 doth 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 encumbrances save and except a mortgage of \$5000. made by party of First part to the Mortgage and Investment Company, limited, dated Jan'y 25<sup>th</sup> 1886.

This Grant is intended as a Mortgage to secure the payment of the sum of nine 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: payable in one year from the date thereof at the Merchants Bank in Lawrence Kansas to the order of the said George S. Howe with interest at 12 per cent per annum semi-annually and this conveyance shall be void if such payments be made as herein specified.

But if default be made in such payment, or any part thereof, or interest hereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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 prescribed by law, appraisement hereby waived or not at the option of the party of the second part, his executors, administrators or assigns,