

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:

West half of the North East quarter of Section Eight (8) Township Twelve (12) of Range Nineteen (19) less the following. Begin 40 Rods East of South West corner of said N.E. 1/4 8: East forty (40) rods; North Seventy and one half (70 1/2) rods to the right of way as taken for the Lawrence and Topeka R.R.; thence west on south line said right of way (71°) Seventy one degrees north Forty four (44) rods; South Eighty two (82) rods to place of beginning containing 19^{ac} more or less also less said right of way of said railroad. Sixty one acres more or less with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob Betrick 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 Four Hundred Dollars, two years after date with interest payable annually at the rate of ten per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Jacob and Elizabeth Betrick 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, on said land when due are not kept paid up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell

The following is contained on the original instrument
The within mortgage is hereby satisfied and discharged
Wigil J. Banks
Mar 6. 1889
Witness March 6. 1889 at 2 o'clock P.M.
Wm. W. Brooks