

This Indenture. Made this fourth day of May in the year of our Lord one thousand eight hundred and eighty six between Peyton R. Smith and his wife Myra Bell Smith of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Valentine S. Miller of same place of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand eight hundred and twenty four 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, his heirs and assigns forever, the undivided one third part of all the tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South East quarter, and the East half of the South West quarter, of section No. thirty three (33), in Township No. fourteen (14) of Range No. twenty one (21). And the west half of Section No. four (4), and the North East quarter of section No. five (5) in Township No. fifteen (15) of Range No. twenty one (21).

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Peyton R. Smith 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 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 Three thousand and eight hundred and twenty four dollars ninety days from date with interest eight per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Peyton R. Smith 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