

Douglas, and State of Kansas, described as follows, to-wit:-
 South East Quarter ($\frac{1}{4}$) of the South West Quarter ($\frac{1}{4}$) Section Twenty Six (26)
 Township Fourteen (14) Range Twenty (20) Containing 40 acres more
 or less. And the following described parcel of land. Beginning at the
 South West corner of the east half ($\frac{1}{2}$) of the west half ($\frac{1}{4}$) of the South
 West Quarter ($\frac{1}{4}$) of Section Twenty Six (26) Township fourteen (14) Range
 Twenty (20) running east Thirty-five (35) Rods; thence North Thirty-
 five (35) Rods; thence West Thirty-five (35) Rods; thence South Thirty-four
 (34) Rods, to the place of Beginning containing seven (7) acres more or
 less,

with all the appurtenances, and all the estate, title and interest of the
 said parties of the first part therein. And the said S. P. Counts and Mary
 A. Counts do hereby covenant and agree that at the delivery hereof
 they were the lawful owners of the premises above granted, and seized
 of a good and indefensible 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 Hundred and Twenty-five Dollars according to the
 terms of one certain Promissory note this day executed and delivered
 by the said S. P. Counts and Mary A. Counts to the party of the second
 part, drawing 12% interest per annum from date and paid
 according to the terms of six coupon notes thereto attached, 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 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; and out of all the moneys
 arising from such sales, to retain the amount then due for principal
 and interest; together with the costs and charges of making such
 sale, and the surplus, if any there be, shall be paid by the party
 making such sale, on demand, to the said S. P. Counts then his and
 assigns.

In Witness Whereof, The said parties of the first part have here-
 unto set their hands and seals the day and year first above written.

S. P. Counts *(Seal)*

Mary A. Counts *(Seal)*