

and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

All that portion of the South-east quarter of Section Twenty (20) in Township Thirteen (13) of Range Eighteen (XVIII) which lies West of the Wakarusa river west of the center of the stream - and containing sixty-nine acres of land (the parties of the first part reserve the privilege to pay off this loan at the end of 3 yrs from this date by paying one months extra interest

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred Dollars and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part to-wit:

Note No 1 for Six hundred Dollars, due January 1st 1872 all dated January 1st 1871, payable to Edward Russell or order, at the Importers & Traders Nail Bank New York City with interest, payable semiannually, on the first days of January and July in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent;

Now, if such payments be made as herein specified, this conveyance shall be void, and