

Quarter 1/4 of Section No. Thirty Two (32) Township No. Nineteen
(3) South of Range No. Twenty-one (21) East of 6th P.M.
Kansas, containing Forty (40) 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 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.

This grant is intended as a Mortgage to secure
the payment of the sum of Five Hundred, (500)
Dollars according to the terms of one certain
promissory note this day executed and delivered
by the said William Boate 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 the interest
thereon, or the taxes, or if the insurance is not kept
up thereon, then this conveyance shall become absolute
and the whole shall become due and payable, and it
shall be lawful for 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 named or not at the option
of the party of the second part His executors, adminis-
trators or assigns; and out of all the money arising
from such sale, to retain the amount then due
for principal and interest, together with the costs
and charges of making such sale, and the overplus
if any there be, shall be paid by the party making
such sale, on demand, to the said William Boate.
His heirs and assigns.

In witness whereof, The said parties of the first
part have hereunto set their hands and seals the day
and year first above written

Signed and delivered in presence | William Boate (seal)
of Mary Sheely | Enrice Boate (seal).