

This Indenture, Made this 14 day of March in the year of our Lord one thousand eight hundred and eighty seven, between Thomas Bowdy of County of Jefferson and State of Kansas of the first part; and George J. Barker of Lawrence Kan. of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Eight hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his 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:

Commencing at a point seventeen hundred and sixty feet (1760) due West of the South East corner of the South East quarter ($\frac{1}{4}$) of section Number Twenty Nine (29) in Township number twelve (12) of Range Number Twenty (20) thence due North six hundred and sixty (660) feet; thence due West two hundred and sixty four and one third ($264\frac{1}{3}$) feet; thence due South six hundred and sixty feet (660); thence due East to the place of beginning two hundred and sixty four and one third ($264\frac{1}{3}$) feet; also described as follows to-wit: The East one third ($\frac{1}{3}$) of the West ($\frac{1}{3}$) of the South forty acres (40a) of the South East quarter ($\frac{1}{4}$) of section Number Twenty Nine (29) in Township number twelve (12) of Range twenty (20)

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Thomas Bowdy 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 Eight hundred dollars according to the terms of two certain promissory notes this day executed and delivered by the said Thomas Bowdy 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, or if the insurance is not kept up thereon, then this conveyance shall become absolute.

(4) Released Sec. Book 39 Page 19