quarter section, Thence North 80 rods; Thence East 40 rods. Thence North 80 rods Thence East 60 rods. Thence South 3 Rods. Thence West 40 Rods. Thence South estly. To the South East corner of said Quarter Section to place of beginning with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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, and that he will Warrant and Defend the same against all claims whatsoever. except a prior mortgage to D. T. Allen for $1500.

This Grant is intended as a Mortgage to secure the payment of the sum of ($45.00) Forty five Dollars, due and payable in installments Three years from date thereof, with interest thereon from maturity at 12 per cent. per annum according to the terms of six certain promissory notes this day executed and delivered by said Thomas E. Evans to the said party of the second part; and this conveyance shall be void if such payments be made as in said notes and in this instrument specified.

And the said party of the first part hereby agrees to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of Forty five ($45.00 Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect effect such insurance at the expense of said first party, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve per cent. per annum. But if default be made in the payment of said notes, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said notes and the interest thereon, and all taxes and insurance paid by said second

In consideration of full payment of the within mortgage I hereby release the same this 18 day of Sept. 1890

J. M. Van Kreeew

Attest Sept 18, 1890 A. W. Carman Deputy Register of Deeds