

as follows, to-wit:

The West Four and $\frac{16}{100}$ (4¹⁶) acres of the South half ($\frac{1}{2}$) of the East one-third ($\frac{1}{3}$) of South half ($\frac{1}{2}$) of the South East quarter ($\frac{1}{4}$) of Section No. Twenty nine (29) in Township No. Twelve (12) South of Range No. Twenty (20) East of the 6th P. M. Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. Columbus James 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 encumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and Fifty - \$250 - Dollars according to the terms of one certain note this day executed and delivered by the said C. Columbus James and Matilda F. James to the said party of the second part: Payable at the National Bank of Lawrence one year after date with interest at 12 per cent per annum payable semi-annually from date 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 thereon, 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 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 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 cost 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 C. Columbus James 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.

C. Columbus James [seal]
Matilda F. James [seal]

The foregoing is inclosed in original instrument.
The note herein having been paid in full. This mortgage is hereby released
and the lien thereby created discharged.

Attested M. A. Ferguson
Witnessed by my hand this 5th day of July 1889

A. S. Pease
Registered July 9 1890 at 4⁵⁵ o'clock P. M. James Brooks Register of Deeds
By A. W. Carnean Deputy