

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:

Lot No One (1), being the North West Quarter of the North West fractional Quarter of Section No Eleven (11) in Township No Twelve (12) South, of Range No Ninety (9) East of the Sixth Principal Meridian, containing thirty-three (33) acres, more or less with the appurtenances, and all the estate, title & interest of the said party of the first part therein. And the said John A. Tilton doth 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, except a mortgage of \$1000. to Guy Bennett of even date herewith to which this is subject.

This Grant is intended as a Mortgage to secure the payment of the sum of \$500. in 3 equal annual payments, & interest at 80¢ per annum, payable semiannually according to the terms of three certain mortgage notes this day executed & delivered by the said John A. Tilton 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, 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 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 costs and charges of making such sale, & the overplus if any there be, shall be paid by the party making such sale, on demand, to the said John A. Tilton, his heirs and assigns.

In witness whereof, The said party of the first part hath hereunto set his hand this 23d day of February, in the year of our Lord eighteen hundred and eighty-eight

John A. Tilton (seal)

State of Kansas }  
County of Douglas } ss.

Be It Remembered, That on this 23d day of February, A.D.

The note secured by the Mortgage herein under was been paid in full and this mortgage is hereby released and the same is hereby cancelled. This Feb 23 1889  
Alfred J. Clarke