

of the sum of One Thousand Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, her 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: S.W. quarter of N.W. quarter and W. half of S.E. quarter of N.W. quarter $\frac{1}{4}$ S. 52 of E. half of S.E. quarter of N.W. quarter and W. 20^{acres} of S.W. quarter all in Sec 14, T. 15, R. 19, with the appurtenances, and all the estate, title & interest of the said parties of the first part therein. And the said John H. Bell & wife 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.

(Release May 11-1900 - See Book 37 Page 429)
This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars payable in 5 years with interest at the rate of 9% per annum payable semi annually according to the terms of certain note this day executed and delivered by the said John H. Bell & wife 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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraised hereby waived or not at the option of the party of the second part her executors, administrators or assigns, and out of all the money arising from such sales, 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 John H. Bell & wife or their 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.

John H. Bell [seal]

Mary M. Bell [seal]

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 7th day of February, A.D. 1888 before me, S. Steele a Notary Public in and for said County & State came John H. Bell & Mary M. Bell his wife to me personally known to be the same persons who executed the foregoing instrument, and duly