

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:

Beginning at a point on the East line of the South West quarter of Sec No Thirty four (34) in Township No Eleven (11) South of range No Eighteen (18) E. at a point one Hundred and Nine (109) rods North of the South East corner of said quarter section Thence running West to the Middle of Coon Creek - Thence Northward following the meanderings of said Coon Creek to the Railroad thence East along said Railroad to the East line of the North west quarter of said Section No Thirty four (34) said Township and Range. Thence South to the place of beginning containing Eighty (80) acres of land more or less. Also the following. Beginning at the intersection of the North line of the Santa Fe Railroad with the west line of the North West quarter of Section No. Thirty four (34) Township or range aforesaid - Thence running North Easterly along Coon Creek to the Kansas River. Thence South Easterly along the Kansas River to the East line of said North west quarter of Section No 34 Thence South to the Santa Fe Railroad thence West to the place of beginning containing Twenty (20) acres More or less with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said David Shuck doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, & 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 Sixteen Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said David Shuck to the said part of the second part; and this conveyance shall be void if such payments be made as herein specified. But if default be made on such payment, or any part thereof, or interest hereon, 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 their 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 money arising from such sales to retain