

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred Dollars, to them duly paid the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell & mortgage to the said party of the second part his heirs and assigns forever, all that tract and parcel of land situated in the County of Douglas and State of Kansas, described as follows to wit.

The West half of the South West quarter and six (6) acres off the West side of the East fractional half of the South West quarter of Section eighteen (18) Township fifteen (15) Range eighteen (18) less 32 acres off South end of above described tract situate in Douglas County and State of Kansas and containing Fifty acres (50 A) with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Herbert V. Davidson do hereby covenant & 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars, according to the terms of one certain coupon note this day executed by the said party of the first part to the said party of the second part: payable 5 years after date with interest at the rate of 100¢ per annum payable semiannually as evidenced by 10 interest coupons attached to principal note. And this conveyance shall be void if such payment be made as it herein specified But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; 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 waived;" and out of all money arising from such sale, to retain the amount then unpaid of principal and interest, together with the cost 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