

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 & State of Kansas, described as follows, to-wit: the North West one quarter of Section Seventeen (17) in Township thirteen (13) of Range twenty (20) with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said O. B. Kearnard & Mary S. Kearnard 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 and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of two thousand five hundred & 00/100 Dollars according to the terms of one certain promissory note this day executed by the said O. B. Kearnard and Mary S. Kearnard his wife to the said party of the second part. Said note being given for the sum of two thousand five hundred & 00/100 Dollars dated May 1st 1885 due and payable in three years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof and to keep the said premises insured in favor of the said mortgage, in the sum of \$1000 Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of the taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 12 per cent. per annum. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due

The foregoing is a true and correct copy of the original instrument. The parties herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.

As witness my hand this 18 day of April A.D. 1891

Anna M. Bigelow
by Arthur R. Marsh, Atty in fact

Recorded April 15, 1891 at 9:10 o'clock P.M. James B. Moore, Register of Deeds
of the County of Douglas, State of Kansas