

Seventy, and the East Thirty-five (35) acres of the South half of the South East quarter of Section No. Seven; all in Township No. Twelve N. E. half of Range No. Twenty East of the Sixth Principal Meridian.

I have and hold the same with all and singular the hereditaments and appurtenances thereto belonging unto the party of the second part and to his heirs and assigns forever. And the said Parties of the first part 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 in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always and these presents are upon this express condition, that whereas, the said Parties of the first part are justly indebted unto the said W. C. Beardley, in the principal sum of Thirteen Hundred and Sixty Dollars, lawful money of the United States of America, being a loan thereof on the day and date hereof, made by the said W. C. Beardley to the said Parties of the first part and secured to be paid by the certain promissory note of the said Parties of the first part bearing even date here-with, payable to the order of the said W. C. Beardley, in three (3) years from the date thereof, at his office in the City of Auburn, and State of New York. If the interest after maturity, or default in payment of interest, at the rate of twelve per cent. per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default to be paid semi-annually, on the 7th day of February and of August in each and every year, and is specified by interest notes or coupons of even date here-with, attached to the said note and payable at said office of W. C. Beardley, in the City of Auburn, New York, and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Thirteen Hundred and Sixty Dollars with all the interest thereon, shall immediately become due and payable.

Now if the said parties of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But, if said sum of money, or any interest thereon, is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, or if default shall be made in the agreement to keep said premises unencumbered, as herein after

J. W. C. Beardley the Mortgagor within named hereby acknowledge complete satisfaction of the debt by the within mortgage secured and held in exchange the Register of Deeds of Douglas County, Kansas, to discharge said mortgage of record.

W. C. Beardley (Scal)

Recorded September 2, 1895.