

said 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: The North East quarter of Section No Nine (9), the South East quarter of Section Nine, and the East half and North West quarter of the South West quarter of Section Nine, all in Township No 12 Twelve South, of Range No Twenty (20) East of the 10th Principal Meridian, containing 440 acres of land, more or less less right of way of Union Pacific Railway Company E.P. with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part ~~therein~~ 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, save a mortgage of even date herewith, to Henry B. Blackwell, for the sum of \$11000, to which this mortgage is subject.

This grant is intended as a mortgage to secure the payment of the sum of Eleven Hundred Dollars according to the terms of twenty certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part, for the sum of \$500 each, due respectively in 6, 12, 18, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90, 96, 102, 108, 114, and 120 months from date, with interest from maturity until paid, at the rate of ten per cent per annum, and this conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the 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 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 the amount then due for principal and interest together with the costs and charges of making such sales and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

And witness whereof the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Richard W. Sweet (seal)
 Mary J. Sweet (seal)

State of Kansas
 County of Douglas } ss.

Rec'd Reminded that on this 5th day of June A.D. 1887 before me Wm S. Sinclair a Notary Public in and for said County and State, came Richard W. Sweet and Mary J. Sweet, his wife, to me personally, known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

received
 therewith
 fully
 ay such
 that in
 the
 due and
 cause this
 session of
 ties of the
 rent laws
 hair hands
 (seal)
 (seal)
 B. Sinclair
 W. Sweet
 ne persons
 nowledged
 seal the
 lie
 K
 eds.
 ord one
 y J. Sweet
 adley
 um of
 y acknow
 ge to the