

For Affidavit see Book 137 page 565

[Witnessed] See Book 30 Page 289

Witnesseth That the party of the first part, in consideration of the sum of Twentyfour hundred (\$2400) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: the South West Quarter of Section Eighteen (18) in Township Thirteen (13) of Range Nineteen (19), except 57 acres off the North part of said Quarter Section, owned by Laura C. White, the land hereby mortgaged being the fractional 80 or 82 acres, more or less this day bought from George W. White, and 20 acres owned by said Washington - and it is further agreed that said last mentioned 20 acres shall be released from this mortgage by the payment of \$500.00 of the principal debt, with all accrued interest thereon with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and 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 except a lien of \$175. on said 20 acres, that he has good right to sell and convey said premises, and that he will warrant and defend the same against the lawful claim of all persons.

This grant is intended as a mortgage to secure the payment of the sum of Twentyfour hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and five interest notes or coupons, this day executed by the said George Washington to wit:

Note No. 1, for Twentyfour hundred Dollars, due February 1st, 1895 with the right to said Washington to make payments on the note of any portion thereof at any time, all dated January 21st 1890, payable to Wm. L. Eno or order, at the Lawrence National Bank of Lawrence Kans. with interest payable annually on the first day of February in each year, according to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent; and he will keep the buildings on said property insured for \$ in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee or assigns and deliver the policy to the mortgagee, as collateral security hereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance