

one-half interest in the West half of the South East quarter of Section No Twenty two (22) in Township No Fourteen (14) South of Range No Twenty (20) East of the 6th P.M., containing 20 acres, more or less, 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 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 prior mortgage of Six Hundred Dollars and one of Five Hundred Dollars, both to William T. Sinclair and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five Dollars according to the terms of a certain mortgage note, this day executed and delivered by the said Edgerly R. Bailey and wife to the said party of the second part payable as follows: Two and fifty hundredths Dollars on the 1st day of February and August in each year, until said sum of Twenty five Dollars is fully paid, with interest after maturity or default, at the rate of ten percent 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 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 moneys 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.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed & delivered in presence of

Edgerly R. Bailey [seal]

Ladie G. Bailey [seal]

Charles N. Lovejoy [seal]

Lucy N. Lovejoy [seal]

State of Kansas
County of Lyon } ss.

Be it Remembered, that on this 14 day of February A.D. 1893 before me Cyrus R. Stone a Notary Public in and for said County and State came Charles N. Lovejoy and Lucy N. Lovejoy husband and wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

The following is indorsed on the original instrument
The note herein described, having been paid in full, this mortgage