

East quarter ($\frac{1}{4}$) of the South West quarter ($\frac{1}{4}$) of Section twenty six (26) Township fourteen (14) Range twenty (20) Also beginning at the South West corner of the East half ($\frac{1}{2}$) of the West half ($\frac{1}{2}$) of the South West quarter ($\frac{1}{4}$) of Section (26) twenty six, Township fourteen (14) Range twenty (20) thence East Thirty five (35) rods, thence North thirty rods, thence West about Thirty five (35) rods, thence South thirty four (34) rods to the place of beginning containing forty seven (47) 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 Mary R. Counts & J. T. Counts her husband do hereby covenant and agree that at the delivery hereof they 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred & twenty five dollars with interest payable semi annually according to the terms of one certain coupon note this day executed and delivered by the said Mary R. Counts & J. T. Counts her husband to the said party of the second part; 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 its 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 its 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 cost 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 Mary R. Counts & J. T. Counts her husband heirs and assigns.

In Witness Whereof, The said part of the first part ha hereunto set hand and seal the day and year first above written.

Signed & Delivered in presence of.

J. R. Matter

Mary R. Counts (Seal)

J. T. Counts (Seal)

State of Kansas
Douglas County } ss.

Be it Remembered, That on this 3 day of May A.D. 1894, before me, J. E. Hair a Notary Public in and for said County, and State came Mary R. Counts to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official