

This Indenture, Made this seventeenth day of October in the year of our Lord one thousand eight hundred and ninety four between Daniel Graybill single of Videon in the County of Douglas and State of Kansas of the first part, and Videon Elias and W. H. Banning of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of six hundred fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the 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 half of Northwest Quarter of Section Twenty Seven (27) Township Thirteen (13) of Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said first party do 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 one certain mortgage to above parties for eight hundred and seventy dollars

This grant is intended as a Mortgage to secure the payment of the sum of six hundred fifty Dollars for purchase money according to the terms of one certain promissory note this day executed and delivered by the said first party 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 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Daniel M. Graybill his heirs and assigns.

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

Signed and delivered in presence of

Daniel M. Graybill (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17th day of Oct, A. D. 1894, before me, J. R. Bingle, a Notary Public in and for said County and State, came Daniel M. Graybill single man to me personally known to be the same person 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 seal on the day and year last above written.

My commission expires Nov - 17th 1894

Recorded Oct - 17 A. D. 1894 at 7 o'clock P. M.

Notary Public.

Register of Deeds.

(Released See Book 39 Page 91)