

the sum of One Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do 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 North half of the North East quarter of Section twenty-five (25), in Township Twelve (12) of Range Nineteen (19), less the following described tract: Begin at the North East corner of said section, south on section line to the center of Brewery Brook; Northwest along the center of said Brook to the North line of said Section, east on said section line to Beginning. Also except the right of way as taken for the Lawrence and Topeka Railway Company, and the Pacific Mutual Telegraph Company with 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; that they have good right to sell and convey said premises, and that they 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 One Thousand Dollars, and interest thereon, according to the terms of one certain mortgage note and six interest notes or coupons, this day executed by the said parties of the first part, to wit: Note No. 1, for One Thousand Dollars, due March 1st 1900, all dated March 13th 1897, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi-annually on the first days of March and September in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties 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, then this conveyance shall become absolute, and the whole of said principal and interest

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
At Witness my hand, this sixth day of July A.D. 1897
Martha A. Ward
Deputy
Recorded September 23rd 1899
H. S. Swanson
Register of Deeds