

said Right of way one thousand one hundred twelve and  $\frac{6}{10}$  ( $1112\frac{6}{10}$ ) feet, radius one thousand two hundred eighty seven and  $\frac{7}{10}$  ( $1287\frac{7}{10}$ ) feet to the point of beginning, containing twelve and  $\frac{33}{100}$  ( $12\frac{33}{100}$ ) acres, variation eight degrees ( $8^{\circ}$ ) thirty one minutes ( $31'$ ) east, in the aggregate, one hundred two and one half ( $102\frac{1}{2}$ ) acres more or less, all in Douglas County, Kansas, with all the appurtenances and all the estate, title and interest of the said party 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 seised 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 Thousand Dollars according to the term of one certain promissory note this day executed and delivered by the said William R. Green and Fannie A. Green, his wife, to the said party of the second part, whereby the said parties of the first part promise to pay to the order of the party of the second part five years from date the sum of Four Thousand Dollars, with interest at five and one half per cent. interest payable annually, said parties of the first part to have the privilege of paying one hundred Dollars or any multiple thereof, on any interest paying date, 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, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the surplus, if any there be, shall be paid by the party making such sales, on demand to said party of the first part their heirs and assigns. In witness whereof, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

William R. Green

Fannie A. Green

State of Kansas

s.s.

County of Douglas

Be it remembered, that on this 26 day of May A.D.