

beginning, containing 110 acres - more or less. Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, both in law and equity. To have and to hold the said premises unto the said party of the second part, and his heirs and assigns forever. And the said parties of the first part, for themselves and their heirs, executors, and administrators, do covenant and agree, to and with the said party of the second part, his heirs and assigns, that they are seized of the said premises, as of a good and indefeasible inheritance in law, in fee simple, and that said premises are clear of all liens, taxes, assessments and incumbrances whatsoever. And the said parties of the first part, do hereby, and will, by these presents, warrant and forever defend the said premises unto the said party of the second part, and his heirs and assigns, against the claim or claims of all and every person whomsoever, and against all liens, taxes, assessments, exemptions and incumbrances whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms, according to the conditions of two certain promissory notes this day executed and delivered by the said parties of the first part, parties of the first part, to the said John F. Johnson, Agent party of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or the interest due thereon, or if the taxes and assessments of every nature, which are by law made due and payable, are not paid when the same becomes due, as above provided, then it shall be lawful for the said party of the second part, his executors, administrators and assigns to sell the premises hereby granted, or cause the same to be sold, with all the appurtenances, in the manner prescribed by law, and, out of the moneys arising from such sale, to retain the amount due for principal, interest, protest fees, and damages for the same, with costs and charges of sale, and the surplus, if any there be, shall be paid, on demand, by the party making such sale, to the said parties of the first part, their heirs or assigns. In testimony whereof, the parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

J. H. Halderman, (P. S.)

Mollie M. Halderman, (P. S.)

State of Kansas, Douglas County, P. S.

Be it remembered, that on this 20 day of October A.D. 1902 before me,

In consideration of full pay-
ment of the within mortgage
I hereby release the same this

22 day of March, 1909

John F. Johnson

Attest:
Hoyd & Lawrence
Register of Deeds.