

degrees East $47^{\circ}35'$ chains to a stake; thence South $9\frac{1}{4}$ degrees East $67^{\circ}25'$ chains to a stake; thence South $80\frac{1}{4}$ degrees West 40 chains to a stake; thence North $9\frac{1}{4}$ degrees West $107^{\circ}35'$ chains to a stake, the place of beginning.

Also the following to wit: All the wood and timber now standing & growing or which may hereafter grow upon the following described parcel of land lying and situate in the Township of Clinton, Douglas County bounded and described as follows to wit: Beginning at a stake & stone on the South line of the South East Quarter of Section No 20, T. 13, R. 18, on the top of the ridge about sixty rods West of the South east corner of said Quarter Section, thence North by a line parallel to the East line of said Quarter Section about thirty three rods to land of Carson Wickes, thence West by said Wickes land to the center of the channel of Wakarusa river; thence up the middle of said channel to the south line of said Quarter Section; thence East by the South line of said Quarter Section to the point begun at containing about Twelve acre more or less, also the privilege to quarry and take sand stone from said parcel of land for use upon the farm now owned by him, also the privilege of passing across the land of said Bailey known as the Warner Quarter, for the purpose of hauling said wood, timber and stone doing no unnecessary damage, and using such wagon road as said Bailey may keep open with the up-tenance, 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One thousand seven hundred and fifty Dollars according to the terms of One certain promissory note this day executed by the said James H. Dean and Mary C. Dean to the said party of the second part, said note being given for the sum of One thousand seven hundred and fifty Dollars, dated Lawrence, Kansas March 25th 1903 due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$3.75 dollars each thereto attached. And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof in