

That Quarter of Section No. 26, Town No. 12 of Range No. 19- with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does 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.

This Grant is intended as a mortgage to secure the payment of the sum of Three Hundred Dollars in two years from date with interest thereon to be paid annually at the rate of ten per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said John St. Smith to the said 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 interest thereon or the days then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said John St. Smith his heirs or assigns.

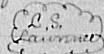
In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year last above written.

John St. Smith 

State of Kansas, Douglas County ss.

Be it Remembered that on this fourth day of December A. D. 1882 before me a Notary Public in and for said County and State came John St. Smith an unmarried 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 subscribed my name and affixed my official seal on the day and year last above written.



Commission expires March 16th 1884

Joseph C. Biggs

Notary Public.

Recorded December 4th 1882 at 3⁰⁰ O'clock P.M.

Alfred Arnold
Register of Deeds.