

This Indenture made this 1st day of December in the year of our Lord one thousand eight hundred and eighty two between Joseph R. Studebaker widower (being of lawful age) of the County of Douglas and State of Kansas of the first part and Nathaniel Myrick of the State of Massachusetts of the second part:

Witnesseth That the party of the first part in consideration of the sum of five hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged has sold and by these presents does 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 South half of the South west quarter of Section Three (3) in the North forty (40) acres of the North West quarter of Section Ten (10) all in Township Fifteen (15) South of Range Eighteen (18) East of the Sixth P.M. 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 warrant 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 that he has good right to sell and convey said premises and that he will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars and interest thereon according to the terms of one certain mortgage note and 6 interest notes or coupons this day executed by the said Joseph R. Studebaker to wit:

Note No. 1. for Five Hundred Dollars due December 1st 1887, all dated December 1st 1882 payable to Nathaniel Myrick or order at the Merchants Bank of Lawrence Kansas with interest payable semi-annually on the first days of June and December in each year according to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent, and that he will keep the buildings on said property insured in some approved insurance company payable in case of loss to the mortgage or assigns, and deliver the policy to the mortgage as collateral security hereof, and if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party 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, or if default be made in the agreement to insure then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable; and in case of such default of any sum covenanted to be paid for the period of ten days after the

The following is enclosed on the original instrument -
The note herein described having been paid in full this conveyance is hereby
rescinded and the same thereby created discharged. Witness my hand this 1st day of January A.D. 1889
Nathaniel Myrick
Attest J. Myrick - C. W. Myrick
Recorded January 23rd 1889
James Crocker