

The Indenture made this thirtieth day of December in the year of our Lord one thousand, eight hundred and eighty two between James Kane and Anna C. Kane his wife of Wakarusa Twp. in the County of Douglas and State of Kansas of the first part and S. Stanley Learned of Lawrence in the County of Douglas and State of Kansas of the second part:

Witnesseth That the said parties of the first part-for and in consideration of the sum of Four Hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said party of the second part-his heirs and assigns forever all that tract or parcel of land situate in the County of Douglas and State of Kansas described as follows to wit:

1st The North half (N. 1/2) of the North-East-Quarter (N.E. 1/4) of Section No. four (4) in Township No. Thirteen (13) of Range Thirtieth (19). 2nd also beginning three + $\frac{3}{8}$ (3 $\frac{3}{8}$) chains west of the South-East-corner of the South-East-Quarter (S.E. 1/4) of Section Thirty three (33) in Township Twelve (12) in Range Thirtieth (19) on the South-line of said quarter Sec. thence North seventy three degrees (73°) west, nine + $\frac{3}{8}$ (9 $\frac{3}{8}$) chains, thence South eighty four degrees (84°) west two + $\frac{3}{8}$ (2 $\frac{3}{8}$) chains, thence South fifty nine + $\frac{1}{2}$ degrees (59 $\frac{1}{2}$ °) west, eleven and $\frac{3}{8}$ (11 $\frac{3}{8}$) chains to said section line thence East twenty eight and $\frac{5}{8}$ (28 $\frac{5}{8}$) chains to point of beginning containing, in both of said tracts about eighty eight (88) acres of land with the appurtenances and all the estate title and interest of the said parties of the first part therein. This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of one certain promissory note dated December 15th 1882 and payable on or before December 15th 1885 with interest at the rate of eight per cent per annum payable semi-annually for the sum of Four Hundred Dollars given by said James Kane and Anna C. Kane his wife to said S. Stanley Learned or order. And this conveyance shall be void if such payment be made within specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute 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 and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and — per cent on the amount secured by this mortgage as a reasonable attorney's fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said James Kane his heirs or assigns; and for the said consideration the said parties of the first part hereby waive appraisalment of said real estate.

The note and all claims hereby secured being paid in full I acknowledge satisfaction of this mortgage: Oct. 4th 1884.

Witness my hand and seal of office
S. Stanley Learned