

sections Fifteen Forty rods west from the South East corner of said sections thence North Twenty (20) rods thence West Forty rods (40) thence South Twenty rods (20) thence East Forty rods (40) to place of beginning and less the Railroad Right of Way with the appurtenances and all the estate title and interest of the said party of the first part therein

and the said Ernst Betels and Catharina Magretha Louise his wife 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 indefensible 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 Five Thousand Three Hundred and Fifty (\$5350) Dollars according to the terms of eight certain notes this day executed and delivered by the said Ernst Betels and wife 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 taxes or if the insurance is not kept up thereon 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 appraise ment 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 overplus if any there of shall be paid by the party making such sale on demand to the said Ernst Betels and wife their heirs or assigns

In Witness Whereof The said party of the first part have here unto set their hands and seals the day and year last above written

Ernst Betels

{Seal}

Catharina Magretha Louise Betels {Seal}

State of Kansas Douglas County ss.

Be it Remembered That on this 26th day of January A. D. 1883 before me Geo. A. Banks a Notary Public in and for said County and State came Ernst Betels and Catharina Margaretta Louise Betels husband and wife to me personally known to be the same persons 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

Geo. A. Banks Notary Public

The following is indorsed on the original instrument
The lien of this mortgage is hereby released as to all that part of the East half of the South East quarter of Section Fifteen (15) Township 13 North Range Eighteen (18) East of the 6th P. M. embraced herein May 17 1887

Ernst Betels
Catharina Magretha Louise Betels
by John H. M. Attorney