

Baras described as follows to wit

The West Twenty (20) acres of the East twenty seven acres (27) of the South East quarter of section thirty four (34) in township twelve (12) south of range twenty (20) East with the appurtenances and all the estate title and interest of the said party of the first part therein And the said Robert B. Newby does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted except a mortgage of \$300. to Crippen Lawrence & Co. dated May 6-1882 Due in 5 years from date by which said premises are encumbered

This Grant is intended as a mortgage to secure the payment of the sum of Four hundred and sixteen Dollars according to the terms of one certain promissory note this day executed and delivered by the said Robert B. Newby to the said party of the second part for the sum of Four hundred and sixteen dollars at seven per cent interest and payable on the 6th day of May 1887

And this conveyance shall be void if such payment be made as herein 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 the overplus if any there be shall be paid by the party making such sale to the said party of the first part his heirs or assigns and for the said consideration the said party of the first part hereby waives

appraisement of said real estate

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

Signed Sealed and Delivered in the Presence of

Robt B. Newby Seal

Wm. Nicholson

State of Kansas County of Douglas ss.

Be it Remembered That on this 28th day of April A. D. 1883 before me a Notary Public in and for said County and State came Robert B. Newby 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

For the original instrument is the following Indorsement:
The note for Four Hundred and Sixteen Dollars for which this Mortgage was given as security has been paid in full principal and interest And this Mortgage is therefore released.

Geo W Nicholson

Recorded Nov 11 1887

104917-1887