

mortgage to the said party of the second part his heirs
and assigns forever all that tract or parcel of land
situated in the County of Douglas and State of Kansas
described as follows to wit: The South half ($\frac{1}{2}$) of the North
west quarter ($\frac{1}{4}$) of Section number three (3) in Township fourteen
(4) Range Twenty One (21) containing 80 acres more or less with
the appurtenances, and all the estate, title and interest of
the said party of the first part therein. And the said
Joseph Claude 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
except another mortgage for \$700 given by Stephen Stubbs and
wife to the New England mortgage security company dated
Jan'y 26th 1880. This grant is intended as a Mortgage to
secure the payment of the sum of five (\$500) hundred dollars
with 8 per cent interest per annum according to the terms
of one certain promissory note this day executed and delivered
by the said Joseph Claude 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
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, appraisal 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 be, shall be paid by
the party making such sale, on demand, to the said party
of the first part or his heirs and 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.

Joseph Claude Seal

The following is endorsed on the original instrument
The debt secured by this within mortgage is hereby paid
in full and entered the Register of Deeds to discharge the
same of Record:

James McNamee
Barry Thomas Agt.

Recorded Nov. 12th 1884 at 3:22 P.M.
Select P. No. 1111