

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 North half of the North west quarter of Section Twenty-eight (28) in Township Thirteen (13) south of Range Twenty (20) East of sixth P. M. - less one acre in the North east corner of said tract of land 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 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 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 Thirteen Hundred Dollars and interest thereon according to the terms of two certain mortgage notes and 16 interest notes or coupons, this day executed by the said John W. Walker to-wit:

Note No. 1, for One Thousand Dollars due January 1st 1889.

Note No. 2, for Three Hundred Dollars due January 1st 1887.

All dated December 21st 1883 payable to Avery E. Walker or order at the Merchants Bank of Lawrence Kansas with New York Exch. with interest payable semi-annually on the first days of January and July in each year according to coupons attached to said notes. 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. Now, 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 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 same becomes due the said first

The following is an endorsement on original instrument: The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 2nd day of January A.D. 1884.

Avery E. Walker

Recorded Jan 22, 1884 at 2:05 o'clock P.M. James Brooks Register of Deeds.

By A. W. Carmichael Deputy