

consideration of the sum of one Thousand Dollars to them duly paid, the receipt of which is hereby acknowledged has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever all that tract or parcels of land situated in the County of Douglas and State of Kansas, described as follows to wit: The South West quarter ($\frac{1}{4}$) of the South East quarter ($\frac{1}{4}$) of Section No. Fourteen (14) in Township No. Fourteen (14) South of Range No. Nineteen (19) East of the 2^d principal meridian containing forty acres more or less with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Henry C. Herrington and M. E. Herrington his wife do hereby covenant and agree that at the delivery hereof they were the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and it is hereby agreed by and between the above parties that this Mortgage cannot be foreclosed before the 1st day of March A.D. 1890.

This Grant is intended as a Mortgage to secure the payment of the sum of one thousand dollars according to the terms of five certain Notes of hand this day executed and delivered by the said Hervey C. Herrington and M. E. Herrington his 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, 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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof in the manner prescribed by law appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns and out