

in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does grant bargain sell and convey to the said party of the second part his heirs and assigns forever all the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit;

The North One hundred and twenty (120) acres of the South-east quarter of Section Twelve (12) in Township Fourteen (14) of Range Eighteen (18) 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 One Thousand Dollars and interest thereon according to the terms of one certain mortgage note and ten interest notes or coupons this day executed by the said John Hoover to wit; Note No. 1 for Ten Hundred Dollars due March 1st 1889 all dated March 3rd 1884 payable to Richard Sugden or order at the Merchants Bank of Lawrence Kansas with New York exchange with interest payable semi-annually on the first days of March and September in each year according to coupons attached to said note. The party of the first part further agree that he will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgage or assigns, and deliver the policy to the mortgagee as collateral security hereto. 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

The following is recorded on the original instrument
No note, coupon, interest, or principal was paid in full. This mortgage is hereby
released and the lien thereby created discharged
Attest: John Hoover and his wife, the day of March, A. D. 1889
Richard Sugden