(10 24/100) acres in lot No. Two (2) in said section No. Twenty five (25) in Township No. Eleven (11) south of Range Seventeen (17) east of the 6th P.M. and described as follows: Beginning at a stake seven chains and forty six links (7.46 chs) east of the quarter section corner on the south boundary line of said section No Twenty five (25) thence North twelve chains and thirty five links (12.35 chs) to a willow corner tree (one inch in diameter in 1859) on the right bank of the Kansas river; thence N. 635. E. eleven links (11) to a post; thence N. 55° E two chains and ninety three links (2.93 chs) to a post; thence N. 59^{1}_{2} ° E. two chains and twenty links (2.20 chs); thence N. 56° E on_ chain and five links (1.05 chs) to a post; thence South sixteen chains and eighty-one links (16.81 chs) to a post on the south boundary line of said section No. twenty-five (25); thence west with said boundary line, seven chains and two links (7.02 chs) to the place of beginning, less the right of way one hundred feet (100ft) in width, deeded to Midland Railroad company by Alexander Kirk, deed dated July 3rd. 1874, and recorded June 7th /875 in Book 12, page 576 Amount Conveyed 10.24 acres, with all the appurtenences, and all the estate title and interest of the said parties of the first part therein. And the said John M. French 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 indefensible estate of inheritance therein, free and clear of all incumbrances. This grant is intended as a mortgage to secure the payment of the sum of \$\$650.00 according to the terms of one certain note this day executed and delivered by the said John M. French and Cornelia W. French to the said party of the second part, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful of the said party of the second part, their executor, administrators and assigns, at any time thereafter, to sell the premises lereby 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, together with the cost 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 John M. French heirs and assigns, In Witness Whereof. The said parties of the first part have hereunto set their hands and seal the day and

John M. French (SEAL) Cornelia W. French (SEAL) 119

State of kansas, Shawnee County, SS. be it remembered, That on this 22nd day of January A.D. 1913 before me, Sidney S. Smith, a Notary Public in and for said county and state came John M. French and Cornelia W. French, his wife, to me personally Known to be the same person who executed the foregoing instrument of writing 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. My commission expires Dec. 11, 1915. (SEAL) Sidney S. Smith, Notary Public

recorded Jany. 30th A.D. 1913 at 11:05 A.M.

year first above written.

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