

(20) thence South forty (40) rods, thence East eighty (80) rods, thence South forty (40) rods thence West Eighty (80) rods to the place of beginning, containing twenty (20) 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 James Towry 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said James Towry 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 if 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 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 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 parties of the first part or their heirs and assigns.

In Witness Whereof the said party of the first part herewith set - hand and seal - the day and year last above written.

James Towry ^{his} ~~mark~~ 

Signed Sealed & Delivered in Presence of }
C. H. Shaw

State of Kansas, Douglas County, ss.

Be it Remembered That on this 30th day of Sept. A.D. 1884 before me C. E. Haddis a Notary Public in and for said County and State came James Towry to me personally known to be the same person who executed the foregoing instrument 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.



C. E. Haddis, Notary Public.

The following is ordered on the original instrument for value received. I hereby Order this Mortgage Released of record, the note hereby secured having been paid.
Joseph Grantham
Recorded August 10th 1889 at 10:10 o'clock A.M.
Notary of Deeds