

This Indenture Made this sixth day of October in the year of our Lord one thousand eight hundred and eighty four between William H. Armstrong and Annie M. Armstrong his wife of — in the County of Douglas and State of Kansas of the first part and Oscar Turrell of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of Seven Hundred and fifty Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said party of the second part his heirs and assigns forever all that 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 South East quarter of the North East quarter of the South East quarter of Section No. (11) One in Township No. (13) Thirteen of Range No. (19) Nineteen containing five (5) acres more or less being the premises conveyed by the said Oscar Turrell and wife to the said William H. Armstrong by deed dated the third of October A. D. 1884 this mortgage being given to secure the unpaid portion of the purchase money with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said William H. Armstrong 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 indecisible 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 Seven Hundred and fifty Dollars according to the terms of a certain promissory note of our date herewith made by the said William H. Armstrong payable to the said Oscar Turrell or order on the fifteenth day of February A. D. 1885 with interest from maturity at the rate of ten per cent per annum said note being for said sum of Seven hundred and fifty Dollars 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 base or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and the same shall be lawful for said party of the second part his 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 his executors administrators or assigns; and out of all the moneys arising from such sale to retain the amount

this mortgage and the debt secured thereby