

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred \$300⁰⁰ Dollars according to the terms of One certain note this day executed by the said first parties to the said parties of the second part for \$300⁰⁰ due one year from date bearing Ten per cent per annum until said interest payable semiannually.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same becomes due and payable, or if the insurance is not kept up thereon, as provided herein then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof, and it shall be lawful for said parties of the second part their 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 waived," and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the parties making such sale on demand to the said first parties their heirs and assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written.

M. E. Buckner Real
Allen Buckner Real

State of Kansas }
Douglas County }

Be it Remembered, That on this 3rd day of November A.D. 1884 before me a Notary Public in and for said County and State came M. E. Buckner and Allen Buckner husband & wife to me personally known to be the persons 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.

On the original instrument is the following indorsement -
The note by the within mortgage having been paid in full
we hereby release the same from record
Baldwin Kansas Nov 27th 1884
Alfred G. P. Pushaw
A. P. Dugger

Recorded Nov 29 1884
B. G. Dugger
Register