

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 east half of the north east quarter of Section one Township Fourteen of Range Seventeen with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 and they will warrant & defend the same.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred dollars according to the terms of a certain Promissory note this day executed and delivered by the said Parties of the first part 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 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 then due for 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 party making such sale on demand, to the said parties of the first part, their heirs or 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.

J. F. Badskey Seal
Elizabeth Badskey Seal

State of Kansas County, ss.

Be it Remembered, That on this 17th day of November A.D. 1884 before me a Notary Public in, and for said County and State, came J. F. Badskey and Elizabeth Badskey his wife to me personally known to be the same persons who executed the foregoing instrument

This instrument is intended as a mortgage to secure the payment of the sum of Four Hundred dollars according to the terms of a certain Promissory note this day executed and delivered by the said Parties of the first part 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 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 then due for 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 party making such sale on demand, to the said parties of the first part, their heirs or assigns.

Recorded December 3rd 1884 at 3:00 o'clock P.M.
 J. F. Badskey

James B. Badskey
 Elizabeth Badskey