

This Indenture made this 31st day of January in the year of our Lord one thousand eight hundred and eighty five between James L. Silmore and Julia A. Silmore his wife of Grant in the County of Douglas and State of Kansas of the first part and Martin Silmore of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of Eleven Hundred 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 parcels of land situated in the County of Douglas and State of Kansas described as follows to wit:

The North East Quarter of the North East Quarter of Section Eighteen (18) Township Twelve (12) Range Twenty (20) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said James L. Silmore 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 Eleven Hundred Dollars according to the terms of two certain promissory notes this day executed and delivered by the said James L. Silmore and Julia A. Silmore 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 and 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 James L. Silmore heirs and assigns.

In Witness Whereof The said party of the first part have hereunto their hands and seals the day and