

This Indenture made this sixteenth day of February in the year of our Lord one thousand eight hundred and eighty five between Clara Curties the widow of Alfred Curties deceased of Clinton in the County of Douglas and State of Kansas of the first part and Emily L. Johnson of the second part;

Witnesseth That the said party of the first part in consid-
eration of the sum of Three Hundred Dollars to her duly paid
the receipt of which is hereby acknowledged has sold and
by these presents does grant bargain sell and mortgage
to the said party of the second part her 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-Ninety (90) acres of the West one hundred (100)
acres of the North-West Quarter (1/4) of Section number Twenty
six (26) in Town number Thirteen (13) of Range number
Eighteen (18) in Douglas County and State of Kansas with
the appurtenances and all the estate title and interest
of the said party of the first part therein. And the said
Clara Curtiss does hereby covenant and agree that at
the delivery hereof she 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 incum-
brances.

This Grant is intended as a mortgage to secure the payment of the sum of Three Hundred dollars (\$300.00) in four years from date hereof at The National Bank of Lawrence Kans, with interest at the rate of nine per cent per annum payable semi-annually and also payable at The National Bank of Lawrence Kans, according to the terms of one certain note and eight coupons this day executed and delivered by the said Clara Curtiss 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 are 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.