

This Indenture Made this 1st day of June in the year of our Lord one thousand eight hundred and eighty-two between Samuel Rugh a single man of Baldwin City in the County of Douglas and State of Kansas of the first part and Christian Rugh of Indiana County State of Pennsylvania of the second part:

Witnesseth that the said party of the first part in consideration of the sum of Two Thousand Dollars to him 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 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 East Quarter of Section Eleven (11) in Township Fifteen (15) of Range Twenty (20) and Ten (10) acres in the North East Quarter of Section Twenty seven (27) Township Fourteen (14) Range Twenty (20) described as follows: commencing at a point forty (40) rods South from the North-east corner of said quarter Section thence South Twenty (20) rods thence West forty (40) rods thence north twenty (20) rods thence east forty (40) rods to the place of beginning. Also lots numbered eighty five (85) eighty seven (87) eighty nine (89) ninety one (91) ninety three (93) and ninety five (95) on King Street in Baldwin City with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part 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 of and will warrant and defend the same and that the same is free and clear of all incumbrances.

This Grant is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars due June 1st A.D. 1887 according to the terms of one certain Mortgage note and nine coupons this day executed and delivered by the said Samuel Rugh 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 therein or the taxes or if the insurance is not kept 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 money arising from such sale to retain the amount then due for principal and interest together

The following is endorsed on the original Instrument

I acknowledge full payment and satisfaction of the debt secured by the within mortgage and authorize the Register of Deeds to discharge the same of Record

C. Rugh

Witness William Fordy

Donnola Register of Deeds

Recorded December 6th 1883 at 11 30 am