

This Indenture made this 12 day of Oct. in the year of our Lord one thousand eight hundred and eighty five between Jas. M. Kilbick of Clinton in the County of Douglas and State of Kansas of the first part and J. B. Dickum of the second part Witnesses That the said party of the first part in consideration of the sum of Three Hundred & sixty 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: Lots Sixty eight (68) Seventy (70) Seventy two (72) and Seventy four (74) Baker Street in Baldwin City, Kansas with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Jas. M. Kilbick 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 Three Hundred and sixty dollars (\$360.00) according to the terms of a certain promissory note this day executed and delivered by the said Jas. M. Kilbick 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 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 & 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 Jas. M. Kilbick his executors heirs and assigns.

In Witness Whereof, The said party of the first part has herunto set his hand and seal the day and year last above written.

Jas. M. Kilbick

This mortgage has been fully paid and satisfied
Apr 23 1886
attest -

J. B. Dickum

B. J. Dorn
Register & Secy