

in Baldwin City Douglas County Kansas, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Isaac J. and Catharine Wilkins his wife 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.

This Grant is intended as a Mortgage, to secure the payment of the sum of Five Hundred Dollars (\$500) according to the terms of one certain note given this day executed and delivered by the said Isaac J. and Catharine Wilkins his wife 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 her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount there 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, or their heirs and assigns.

In Witness Whereof, The said parties of the first part have herewith set their hands and seals the day and year last above written.

Isaac J. Wilkins (seal)

Catharine Wilkins (seal)

State of Kansas, Douglas County, ss:

Be it Remembered, That on this 30