

by these presents do grant, bargain, sell and mortgage to the said party of the second part, their 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 One Hundred and Seven (107), One Hundred and Nine (109) on Dearborn St. and One Hundred and Thirty Eight (138), One Hundred and Forty (140) on Chappel St in Baldwin City Kansas, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo. Winterbourne and Elizabeth Winterbourne 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 indefeasible 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 Two Hundred and Sixty Eight and 80/100 Dollars according to the terms of a certain Promissory Note this day executed and delivered by the said Geo. Winterbourne & Elizabeth Winterbourne 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 their executors, administrators and assigns; at any time thereafter, to sell the premises hereby granted, or any