

This Indenture, Made this 26 day of March in the year of our Lord One Thousand, Eight Hundred and Eighty five, between Chas E Galbreath and E. J. Galbreath his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and E. E. Galbreath of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract and parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The South half lots Eighty three (83) Eighty five (85) on Indiana Street Baldwin City Douglas Co Kansas with the appurtenances and all the estate, title and interest of the said parties of the first part therein And the said first parties 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 Except a mortgage of \$500⁰⁰ E. E. Galbreath

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, according to the terms of One certain note this day executed by the said Chas E & E. J. Galbreath to the said party of the second part: for \$1000, due in 3 years at Eight percent Interest payable annually.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the