

Sole Eighty Five (85) and Eighty Seven (87) on King Street Baldwin Kansas with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said A. Gilkey and Annie Gilkey his wife do hereby covenant and agree that at the delivery thereof 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 One Hundred and Five Dollars, according to the terms of a certain promissory note this day executed by the said first parties to the said party of the second part: For One Hundred and Five Dollars Payable to A. H. Humphrey 90 Ninety days after date Bearing 15% but after maturity.

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 therein, 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 holder thereof; 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 herein granted, or any part thereof, in the manner prescribed by law, "appraisement waived," and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and