

Witnesseth, that the said Party of the first part, in consideration of the sum of Two Hundred and fifty 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 east one half ($\frac{1}{2}$) of Lot "W" High Street 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 Mary D Cheney and Daniel Cheney 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 Two Hundred and fifty Dollars, according to the terms of one certain promissory note this day executed by the said Mary D Cheney & husband to the said party of the second part: Copy. ⁶²⁵¹⁰⁰ Baldwin Kansas Apr 25 1886

Twelve months after date we promise to pay to the order of J. C. Barton at Baldwin City Kansas Two Hundred and fifty Dollars with 12 per cent interest per annum, payable annually from date until paid. Value received. Due Apr 25/87.

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 holder thereof; and it shall be lawful for said party of the second part, his executors, admin