

This Indenture, Made this 1st day of June in the year of our Lord one thousand eight hundred and eighty-six, between Prather Baker and Rosa E. Baker his wife (being of lawful age,) of the County of Franklin, and State of Kansas, of the first part, and S. J. Sayward of the second part,

Witnesseth, That the parties of the first part in consideration of the sum of Forty eight ~~750~~ Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part her heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The East eighty four (84) acres of the Southeast quarter of Section fourteen (14) in Township fifteen (15) of Range eighteen (18)

with the appurtenances and all the estate, title and interest of the said parties of the first part therein above granted, and seized of a good and indefeasible estate of inheritance therein; that they have good right to sell and convey said premises.

This Grant is intended as a Mortgage to secure the payment of the sum of Forty eight ~~750~~ Dollars according to the terms of ten certain mortgage notes this day executed by the said parties of the first part, all dated June 1st 1886, payable to S. J. Sayward or order at the Merchants Bank in Lawrence, Kansas, with New York Exchange.

Now, If such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or in the taxes or assessments, or if default be made in the payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the

*The following is enclosed on the original instrument
the note herein described having been paid has full title
to lands released and the loan thereby created discharged
On witness my hand the 2nd day of May 1891*

by Edward Russell attorney for

Recorded June 5th 1891

*James Brooks
Clerk*