

This Indenture, Made this first day of January in the year of our Lord, one thousand eight hundred and eighty seven, between James R. Joy and Mary J. Joy his wife, in the county of Douglas and State of Kansas, of the first part, and P. A. Dolbee of same place, of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand and two hundred 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 or parcel of land situated in the County of Douglas and State of Kansas, described as follows,

to wit: The west half ($\frac{1}{2}$) of Section number eight (8), Township Fourteen (14) South of Range number Nineteen (19) East of the sixth (6') P.M. Containing in all Three hundred and twenty (320) acres according to the U.S. Survey thereof, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said James R. Joy and Mary J. Joy his wife 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 save and except a certain Mortgage of \$3,200 in favor of Pennsylvania Investment Co. dated January 1st 1887.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand two hundred according to the terms of a certain promissory this day executed and delivered by the said James R. Joy and Mary J. Joy, his wife 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