

This Indenture, Made this 21st day of January in the year of our Lord one thousand eight hundred and eighty seven, between Elmer E. Rush (unmarried) of Baldwin, Ky in the county of Douglas and State of Kansas, of the first part and J. G. Schuebley of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred and Fifty \$100.00 Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

Lot Nos. Ninety-six (96) Ninety-eight (98) and One Hundred on Monroe street Baldwin City, Douglas County, Kans.

according to the recorded plat thereof, together with all Buildings thereon, or to be erected, with all the appurtenances and all the estate, title and interest of the said party of the first part therein, And the said Elmer E. Rush does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Fifty Dollars (\$100.00) according to the terms of one certain promissory note this day executed and delivered by the said Elmer E. Rush to the said party of the second part: Said note of even date herewith and with interest at the rate of Ten per cent per annum,

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