

This Indenture, Made this Eleventh day of February in the year of our Lord one thousand eight hundred and eighty seven between George W. Stuart and wife of Baldwin Co. in the County of Douglas and State of Kansas, of the first part, and Metcalf Moore & Co. Kansas City Mo. of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand Three Hundred and Eighty-one and $\frac{7}{10}$ 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:

Lots Nos. 71, 73 and 75 on Fremont street and Lots 150, 152, 154, 156, 158, 160, 162, 164, 166, 168 on Chapel street and Lots 119, 121, 123, 125, 127, 129, 131, 133, 135, 137 on Dearborn street all at Baldwin City, Douglas Co. Kansas, according to the recorded plat thereof, and The South One Hundred Feet (100 ft) of Lots Nos. Ten (10) and Eleven (11) Media Douglas Co. Kans. with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George W. Stuart 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 encumbrances.

This Grant is intended as a second Mortgage to secure the payment of the sum of One Thousand Three Hundred and eighty one and $\frac{7}{10}$ Dollars, according to the terms of one certain promissory note this day executed and delivered by the said George W. Stuart and wife to the said party of the second part; and dated at Baldwin City Kansas Nov. 20, 1886 with interest at 10% per annum from date until paid, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the