

This Indenture, Made this seventeenth day of January in the year of our Lord one thousand eight hundred and eighty eight - between George Holt and Julia Holt his wife of Baldwin Cy in the County of Douglas and State of Kansas, of the first part and John Swayne of the second part, Witnesseth: That the said party of the first part, in consideration of the sum of Five Hundred 500 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:

Lots Nos 121, 123, 125, 127, 129 and 131, on Indiana Street, Baldwin City, according to the Recorded Plat thereof with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George Holt and Julia Holt 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 Five Hundred Dollars, according to the terms of one certain promissory note this day executed and delivered by the said George Holt and Julia Holt to the said party of the second part: with interest thereon at the rate of Ten per cent-per annum until paid, as evidenced by interest coupons of \$25<sup>00</sup> each thereto attached 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 whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns: and out of all the moneys arising from such sales, to retain

The following is endorsed on the original instrument  
 Ottawa Franklin Co Recd February 2 1892  
 I hereby acknowledge payment in full of the within  
 mortgage and hereby discharge the same  
 John Swayne  
 Recorder Feb 2nd 1892  
 James Proctor  
 Recorder of Deeds