

forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The East eighteen (18) feet of lot 2, on High St in Baldwin City with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said W. S. and Julia Boyd do hereby covenant and agree that at the delivery hereof they are 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 except prior mortgage of 600⁰⁰.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars, according to the terms of 16 certain notes this day executed by the said W. S. and Julia Boyd to the said party of the second part; with 10% per annum payable quarterly.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for 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 waived," and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said W. S. and Julia Boyd their heirs and assigns.

In Witness Whereof, The said parties of the