

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred (\$600) 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, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas & State of Kansas, described as follows, to-wit: Lot No Twelve (12) in Blk Ninety-Two (92) in Town of Baldwin City. (old Palmyra), in Douglas County State of Kansas, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. E. Rapp & wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted by Tax Certificate on which deed will be made in Sept. 1889.

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of Three certain Promissory Notes this day executed and delivered by the said J. E. Rapp & wife, Jas. E. Brockway and to the said part of the second part, Mrs Edna Snyder due and payable as follows: No. 1, March 1st 1889, No. 2 March 1st 1890 No. 3 March 1st 1891 and each note for \$200= with Ten % interest thereon payable on the first days of Sept. & March each year 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, & the whole amount shall become due and payable, & it shall be lawful for the said party of the second part her 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 her executors, administrators or assigns; & out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost & 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 J. E. Rapp and wife, their heirs and assigns.

In witness whereof, The said parties of the first part, have hereunto set their hands & seals the day & year first above written.

Signed & delivered in presence of
 J. E. Dallas
 State of Kansas } ss.
 County of Douglas }

Joseph E. Rapp [seal]
 Clover C. Rapp [seal]

The foregoing is indorsed on original instrument.
 The Note secured by within mortgage has been paid in full and the mortgage cancelled.

Recorded Nov. 20, 1889 at 5 o'clock PM. James Brooks Register of Deeds
 By Geo. Carman Deputy