

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred & Twenty Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part, its representatives or 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 Twenty Six (26) Twenty Seven (27) and Twenty Eight (28) the North Two (2) feet of Lot Twenty Nine (29) on Eighth Street & Lots Twenty Eight (28) and Twenty Nine (29) and the North Twenty Four (24) feet of Lot Thirty (30) on Ninth Street in Baldwin City

To Have and to Hold the Same, together with all the hereditaments and appurtenances, and all the estate, title & interest of the said party of the first part therein forever.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred & Twenty Dollars, according to the terms of One note of even date herewith, this day executed & delivered by the said party of the first part to the said party of the second part, payable at the Third National Bank in New York City, as follows, to-wit:

One Hundred & Twenty Dollars on the first day of April 1890 and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or in any part thereof, or any interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole sum shall become due and payable at the option of the party of the second part, and the said party of the first part hereby authorizes and fully empowers the said party of the second part, its representatives or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and any moneys advanced for the payment of taxes or other liens, and a reasonable sum as attorneys fees for foreclosure of this mortgage, the said fees to be due & payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said party of the first part their heirs or assigns.

In Witness Whereof, The said parties of the first part, have

The following is a record of the original mortgage and
 the conditions of this mortgage being fully complied with
 the balance of the debt, with discharge of record. Approved July 6, 1891
 The Western Home Mortgage Trust Co.
 Dr. W. J. Miller