

This Indenture, Made this 30th day of April in the year of our Lord One Thousand Eight Hundred and Eighty Eight between J. M. Tollin and P. P. Tollin his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and S. D. Anderson of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred 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 No One hundred fourteen (114) One hundred sixteen (116) One hundred & Eighteen (118) One hundred & twenty (120) One hundred & twenty two (122) & One hundred & twenty four (124) On Newton Street Fifty seven (57) Fifty eight (58) Fifty nine (59) Sixty (60) Sixty one (61) Sixty two (62) on Orange Street 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 J. M. P. Tollin 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 & 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 Eight Hundred Dollars, according to the terms of a certain Note this day executed by the said J. M. Tollin & P. P. Tollin to the said party of the second part, Due one year from this date with interest at the rate of 10 percent. per annum payable semi annually. 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 & award;" 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

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