

This Indenture Made this 8th day of May in the year of our Lord One Thousand Eight Hundred and Eighty Eight between Frank A. and Ella C. Kidder husband and wife of Argentine in the County of Wyandotte and State of Kansas of the first part, and S. W. Sturdivant of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One 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 Nos. Twenty Three (23) Twenty Four (24) Twenty Five (25) and the North Sixteen (16) Feet of Twenty six (26), on Sixth 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 Frank A. and Ella C. Kidder 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 Except to Third Mortgage to Jno. Wayne. This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars, according to the terms of one certain note this day executed by the said Frank A. Kidder and wife to the said party of the second part due and payable in one year from date of May 8th 1888 with Twelve per cent interest thereon until paid. 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 anytime thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, "at appraisal waived" and out of all money 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 Frank A. Kidder and wife.

The following is enclosed with original instrument

Baldwin, Mo. May 11th 1888

Received payment in full of the note secured by this Mortgage and the leg of Frank A. Kidder and wife to S. W. Sturdivant including this instrument, from receipt

S. W. Sturdivant

Witness: Charles W. Sturdivant

Recorded: May 11th 1888