

This Indenture, Made this 15th day of March in the year of our Lord one thousand eight hundred and eighty nine between Charles R. Inos his wife Margaret A. Inos of Baldwin in the County of Douglas and State of Kansas, of the first part, W. C. Howard of the second part:

Witnesseth That the saidies part of the first part, in consideration of the sum of Five hundred Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant bargain sell 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 ninety (190) and One hundred ninety two (192) High Street and lots Two hundred seventeen (217) and Two hundred nineteen (219) Indiana Street Baldwin & Co. - the acc'tances.

all the estate, title and interest of the said parties of the first part therein. And the said Charles P. Dues & Margaret A. Dues do hereby covenant and agree that at the delivery hereof they 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 and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain promissory note this day executed by the said Charles P. Dues & Margaret A. Dues to the said party of the second part said note being given for the sum of Five hundred Dollars dated March 1st 1887 due and payable in one year from date thereof with interest thereon at 10 per cent from the date thereof until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee in the sum of six hundred Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 12 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said