

This Indenture, Made this 3 day of June A.D. 1857 between Clinton Gault and Martha J. his wife of Douglas County, in the State of Kansas of the first part, and Tyde Henry of Bates Co. County, in the State of Missouri of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of One Thousand and no. Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party, of the second part, her heirs and assigns, all the following described Real Estate, situated in Crawford County, and State of Kansas to wit: The West half of North West quarter of Section Thirteen (13) Township Thirty one (31) Range Twenty Three (23) To Have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Clinton Gault and Martha J. his wife have this day, executed and delivered a certain promissory note in writing to said party of the second part, of which the following is copy: For Value received We promise to pay to the order of Tyde Henry One Thousand Dollars lawful money of the United States Eighteen Months after the date hereof, with interest thereon at the rate of Ten per cent per annum, payable every Nine Months on the 3rd day of March and Dec in each year according to the tenor of Two Interest coupons for Seventy five Dollars each hereto annexed and bearing even date herewith. Said Interest and principal payable at Baldwin City Bank Baldwin Kansas.

Now If said parties of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part, shall be entitled to the possession of said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hands, the day and year first above written.

Clinton Gault

Martha J. Gault

State of Kansas, Douglas County, ss:

Be it Remembered that on this 3 day of June A.D. 1857 before me the undersigned, a Notary Public in and for the County and State aforesaid, came

In consideration of a new mortgage on this and other land this day delivered to me by the grantor herein I hereby certify and discharge the mortgage of Tyde Henry this 14 day of December A.D. 1857. Joseph B. Phipps