

J. T. Foley, Blank Book Manufacturer, Lawrence, Mass.

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and Fifty (\$ 50) 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: Solo Nor Eighty five (85) and Eighty seven (87) containing about  
in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jackson & wife 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.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and thirty 130  
Dollars  
according to the terms of One certain promissory note this day executed and delivered by the  
said Jackon Morgan and wife to the said party of the second part:  
due and payable in One year from date of July 31, 1879 with interest at Ten per  
cent per annum from date

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance be not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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 hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Jackson, his heirs and wife heirs and assigns.

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

*Signed and delivered in presence of*

Daniel Cheney  
C. E. Dallas

Jackson <sup>his</sup> <sub>mark</sub> Lossage (SEAL)  
 Martha <sup>his</sup> <sub>mark</sub> Lossage (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas }

Be it Remembered, That on this 21<sup>st</sup> day of July, A. D. 1887, before me,  
Chas. C. Dallas (a Notary Public in and for said County and  
State, came Jackson G. Gage and Martha G. Gage husband and  
wife \_\_\_\_\_ to me personally  
known to be the same persons who executed the foregoing instrument, and duly acknowledged the  
execution of the same.

*In Witness Whereof*, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec-15-1890. Chester E. Dallas  
Notary Public.

Recorded Aug-3 A. D. 1887, at 5<sup>20</sup> o'clock 9 M.

Notary Public

*James Brooks*  
Reg later of Deed

### Reg later of 1893

[illegible]