

This Indenture, Made this First day of August in the year of our Lord one thousand eight hundred and eighty Eighty between A. Y. Parley and Delia J. Parley his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and John Dean of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 250 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has he 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 one (21) and Twenty two (22) on High Street in Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. Y. Parley and Delia J. Parley do he 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 Two hundred and fifty Dollars according to the terms of one certain Coupon Note this day executed and delivered by the said A. Y. Parley and Delia J. Parley to the said party of the second part: with interest at the rate of ten per cent annually

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 is 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 A. Y. Parley his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed and delivered in presence of A. Y. Parley (SEAL.)
Delia J. Parley (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1 day of August, A. D. 1892, before me, Joseph Cullman, a Notary Public in and for said County and State, came A. Y. Parley and Delia J. Parley husband and wife who are to me personally known to be the same person 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 9 1893. Joseph Cullman Notary Public.
Recorded Aug 6 A. D. 1892, at 9 o'clock A. M.

James Brooks (leg later of Deeds)

This is a copy of the original instrument as recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 11th day of August, 1892. I hereby certify the same to be a true and correct copy of the original instrument as recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 11th day of August, 1892. J. H. Cullman, Register of Deeds.