

The following is indorsed on the original instrument
 and is a recital of the sum of Three hundred Dollars to him in hand paid the receipt whereof is hereby acknowledged E. G. Parker the mortgage within month to be by
 assign and transfer to Edward & Wilcox or his assigns, the note by the foregoing mortgage secured, and to hereby assign and transfer to the said Edward & Wilcox
 all his right, title and interest to the lands and tenements, in said mortgage mentioned and described.

An witness whereof I have hereunto set my hand and seal at Lawrence in the County of Douglas and State of Kansas on this 17 day of Dec. 1859.
 E. G. Parker

Signed and Delivered in Presence of

John M. Newlin

71. P. for Douglas Co. Kansas

My Com. Exp. April 25. 1861

Recorded Dec 17. 1859 at 3 o'clock P.M.

(See Release See Book 44 Page 476)

Will be Registered of Record

This Indenture, Made this Fifteenth day of November in the year of our Lord one thousand eight hundred and eighty nine between J. P. Rapp and Mary A. Rapp his wife of Baldwin City in the County of Douglas and State of Kansas, of the first part, and E. G. Parker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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: To One (1) Tract 21 Three (3) and Twelve (12) in Block Ninety Two (92) in Baldwin City, Douglas County Kansas as per Abstract with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. P. Rapp and Mary A. Rapp his wife do hereby covenant and agree that at the delivery hereof they 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 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 Three hundred Dollars, according to the terms of one certain promissory note this day executed by the said J. P. Rapp and Mary A. Rapp to the said parties of the second part. Said note being given for the sum of Three hundred Dollars, dated Nov 15. 1859 due and payable in Five years from date thereof, with interest thereon 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 said premises insured in favor of the said mortgage, in the sum of Four hundred Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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 10 per cent. per annum. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon,