

This Indenture, Made this 18th day of February in the year of our Lord, one thousand eight hundred and ninety, between M. S. Crosby & Catherine E. Crosby his wife, of Baldwin City in the County of Douglas and State of Kansas of the first part, and John Wayne of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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: Lots ninety, 90 and ninety two (92) on Indiana Street in Baldwin City, County and State aforesaid.

The parties of the first part agree to keep the buildings situate on said premises insured in the sum of \$500. in a good and responsible Fire Insurance Company, for the benefit of the party of second part in case of loss or damage by fire, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said M. S. Crosby does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars, according to the terms of One certain Coupon note this day executed by the said parties of the first part to the said party of the second part payable 3 years from date, with interest at the rate of 10% per annum from date payable semi-annually - privilege given to pay said note in 2 years by giving 30 days notice.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; 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 waived," and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said parties of the first part their heirs and assigns.

The following is inclosed on the original instrument
The note herein described, having been paid in full, I hereby release
this mortgage on the original instrument, Feby 18th 1891
John Wayne

Recorded April 2nd 1891

Register of Deeds
Kansas