

This Indenture, Made this 10th day of February in the year of our Lord one thousand eight hundred and ninety six between Grant Rimprow and Medota C. Rimprow his wife of Douglas in the County of Douglas and State of Kansas of the first part, and James H. Barron, of same place 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: Commencing at the South West corner of the South East Quarter of Section No. 5 (15) in Township No. 13 North (13) South, of Range No. 10 West (10) East of the 6th P.M. Thence running North eighty eight (88) rods thence due East eighty (80) rods thence South to center of Wakarusa Creek thence South westerly with the center of said Creek to its intersection with the South line of said South East Quarter of Section 15, thence West with said South line of Section 15 to place of beginning; subject to right of second party to carry surplus water along East line of above described land.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of second party, his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars, being part purchase money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date with interest from date to maturity or default as indicated by coupon attached to said note, and interest after maturity or default at the rate of ten per cent per annum until fully paid.

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 for making such sales, 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.

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

Witness to marks of Grantors
Wm. S. Sinclair

Medota C. Rimprow (SEAL.)
Grant Rimprow (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29th day of February, A. D. 1896, before me, Wm. S. Sinclair, a Notary Public in and for said County and State, came Grant Rimprow and Medota C. Rimprow his 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 Oct 11 1896.

Recorded March 31 A. D. 1896, at 9 o'clock A. M.

Wm. S. Sinclair

Notary Public.

James Brooks
Register of Deeds.