

This Indenture made this 23^d day of April in the year of our lord one thousand eight hundred and eighty three between George W. Stuart and Anna Stuart his wife and Hamilton S. Bell and S. R. Bell his wife Baldwin City in the County of Douglas and State of Kansas of the first part and Henry H. Taylor of the second part Witnesses That the said parties of the first part in consideration of the sum of One hundred and Fifty 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 Nos. Eighty Four 84 Eighty five 85 Eighty Eight 88 Ninety 90 Ninety two 92 Ninety four 94 Ninety six 96 Ninety eight 98 One hundred 100 One hundred and two 102 on Elm Street Baldwin City and Lots Nos. Eighty seven 87 Eighty nine 89 Ninety one 91 Ninety three 93 Ninety five 95 Ninety seven 97 Ninety nine 99 and One hundred and one 101 on Fremont Street in Baldwin City with 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 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 fifty dollars at 10 per cent interest to Henry H. Taylor to wit \$50 in six months and \$100 in one year from date according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part and this conveyance shall be void if such payment be made as herein specified But if default be made in such payment or any part thereof or interest thereon in the time or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 money arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said parties of