

This Indenture, Made this 12th day of June in the year of our Lord one thousand eight hundred and eighty three between James M. Tollin and Prudence Tollin his wife of Palmyra Township in the County of Douglas and State of Kansas of the first part and H. C. Howard of Douglas County Kansas of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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: The south one half (1/2) of the North East one fourth (1/4) of Section Number ten (10) Township fifteen (15) Range Twenty (20) containing Eighty acres of land more or less Also the following lots in Baldwin City Kansas numbered as follows Bote 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 and 62 on Orange street, Also lots on Newton Street numbered as follows 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, and 124 All of said lots being in the Town of Baldwin city State of Kansas with the appurtenances and all the estate, title and interest of the said parties of the first part therein, And the said James M. Tollin and Prudence Tollin his wife 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 (\$800⁰⁰) Eight Hundred Dollars in Four years from this 12th day of June 1883 with interest thereon at the rate of ten per cent per annum from this date until paid said interest to be paid annually and Each year interest to bear ten per cent interest from the time it becomes due until it is paid according to the terms of one certain note this day executed and delivered by the said James M. Tollin and Prudence Tollin his wife 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 or the taxes 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

The following is indorsed on the original
Lots 47 to 62 inclusive on Orange Street in Bots 90 to 124 inclusive on Newton Street Baldwin City, are hereby released from the operation of this mortgage, the lien by this mortgage to remain in full force and effect on balance of land and lots described within, July, 14, 1883.
Recorded July 14, 1883 at 15:45 m. H. C. Howard
O. J. Conrad Register of Deeds

Assignment indorsed on original