

This Indenture, Made this Fourteenth day of December in the year of our Lord one thousand eight hundred and eighty three between Samuel R. Mc Alary and his wife A. B. Mc Alary of Baldwin City in the County of Douglas and State of Kansas of the first part and John Dean of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Fifty (\$150⁰⁰) 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: Lot numbers Forty six (46) Forty Eight (48) Fifty (50) Fifty two (52) Fifty four (54) Fifty six (56) Fifty Eight (58) Sixty (60) Sixty two (62) Sixty four (64) and Sixty Six (66) all on Grove Street in the Town of Baldwin City according to the Plat thereof with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Samuel R. Mc Alary and A. B. Mc Alary does 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 incumbrance whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty (\$150⁰⁰) Dollars payable one year after date with interest payable semiannually at twelve per cent according to the terms of one certain Note this day executed and delivered by the said Samuel R. Mc Alary and A. B. Mc Alary 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.

The following is endorsed on original instrument
For value received of Henry J. McDonald paym'd
in full for this mortgage and discharge the same of John Dean

December 20th 1884

Recorded January 5th 1885 at 1 Recd. J. McDonald Paym'd