

This Indenture made this 24 day of January in the year of our Lord one thousand eight hundred and eighty 4 between R. C. Bird and M. W. Bird his wife in the County of Douglas and State of Kansas of the first part and S. D. Anderson of the second part;

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 thirty six (36) thirty seven (37) and thirty eight (38)  
on Eight Street in Baldwin City Douglas County Kansas with  
the appurtenances and all the estate title and interest  
of the said parties of the first part therein, And the said  
R. B. Bird and M. W. Bird 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  
This grant is intended as a mortgage to secure the  
payment of the sum of One Thousand Dollars payable  
on or before five years from date with interest at the rate  
of 10 % per annum interest payable semi-annually  
according to the terms of a certain note given this day  
executed and delivered by the said R. B. Bird and M. W.  
Bird 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 part of the second part - 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 part of the second part - executors  
administrators or assigns; and out of all the moneys

The following is endorsed on original Instrument  
The value received I hereby acknowledge Payment  
in full of this mortgage and discharge the same agreed  
January 23rd 1885  
D. J. Anderson  
Recorded Feb 13<sup>th</sup> 1885 at 2 P.M.  
By the County Clerk as above