

This Indenture made this 11<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and eighty five between E. L. M<sup>r</sup> Ibray unmarried of the City of Lawrence in the County of Douglas and State of Kansas of the first part and V. F. Boor of the second part;

Witnesseth, That the said party of the first part in consideration of the sum of Four Thousand Two hundred dollars dollars to him duly paid the receipt of which is hereby acknowledged, has sold and by these presents does 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 West half of the North East Quarter of Section thirty three (33) in Township Thirteen (13) South of Range Twenty (20) East, less A.R. which runs through it, known as the Sibley farm containing eighty acres except the portion used by railroad with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said E. L. M<sup>r</sup> Ibray does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except mortgage to New England Loan Company dated Aug 7, 1882 recorded in Book 3<sup>d</sup> page 450 Amount \$573<sup>00</sup> and mortgage dated May 15<sup>th</sup> 1884 for \$1000<sup>00</sup> to Joseph Sibley recorded May 15, 84, also leases to Sibley Coal Mining Co. dated May 22 - 1884.

This Grant is intended as a mortgage to secure the payment of the sum of Four Thousand Two hundred (\$4200<sup>00</sup>) payable as follows \$300 - June 10, 1885, \$1000<sup>00</sup> Oct. 15, 85, \$300 - Jan 15, 86 \$400<sup>00</sup> March 1<sup>st</sup> 1886, \$733.34 September 15<sup>th</sup> 1886, \$733.33 January 15, 1887 and Seven hundred thirty three + <sup>33</sup>/<sub>100</sub> Dollars (733.33) September 15<sup>th</sup> 1887 according to the terms of seven certain promissory notes this day executed and delivered by the said E. L. M<sup>r</sup> Ibray 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