

This Indenture, Made this 25th day of July in the year of our Lord One Thousand Eight Hundred and Eighty Eight between Marion G. Kidder and Lowell H. Kidder her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and J.W. Curdivan of the second part,

Witnesseth That the said party of the first part, in consideration of the sum of One hundred 100 Dollars which duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, Bargain and 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 undivided One half of that portion of Lot No. 1 on High Street in Baldwin City as is contained within the following boundaries to-wit: Beginning at a point East from the southwest corner of said lot, thence North 137 ft. thence East 22 ft. thence South 39 ft. thence West 22 ft. to place of beginning with the appurtenances and all the estate title interest of the said party of the first part therin. And the said Marion G. Kidder and her husband 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 except two Mortgages of \$100 each.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred 100 Dollars, according to the terms of one certain Note this day executed by the said Marion G. Kidder and her husband to the said party of the second part due and payable in One year from date of July 26, 1888 with twelve percent thereon until paid. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof, 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 waived;" and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the

The following is copied on the original instrument
Baldwin City Mo. 31. 1891. Said payment in full of note by this mortgage secured
and the Reg. of Deeds of Douglas Co. is hereby authorized to discharge and from record
Marion G. Kidder
A. D. Curdivan
S. J. Standard
16 & Dallas Valley Public Recs
Received Paid Oct 1891
J. W. Curdivan
Attala County
Mo. Com. 3-2 Dec 1897