

The following is a list of all the original instruments
the within described note is secured and this mortgage
is hereby acknowledged as being of record 1893.

Recorded March 16th 1901
C. W. Newman
Register of Deeds
Crippen Lawrence & Co.
67 N. W. 1st Avenue
Butler

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Dollars to them duly paid the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said parties of the second part, their 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 numbered Seventy two (72) and Seventy four (74) on Chapel Street in Baldwin City subject to a prior mortgage to Crippen Lawrence & Co. for Two hundred \$200⁰⁰ Dollars with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 as hereinbefore stated. This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Benjamin F. Gargay and Alice C. Gargay to the said Crippen, Lawrence & Co., payable at Salina, Kansas, in installments as follows, to-wit: Three Dollars, on the 8th day of September 1889. Three Dollars, on the 8th day of March 1890. Three Dollars on the 8th day of September 1890. Three Dollars on the 8th day of March 1891. Three Dollars, on the 8th day of September 1891. Three Dollars on the 8th day of March 1892. Three Dollars on the 8th day of September 1892. Three Dollars on the 8th day of March 1893. Three Dollars on the 8th day of September 1893. Three Dollars on the 8th day of March 1894. with the interest thereon, according to said promissory note, to said parties of the second part, and their assigns. And this conveyance shall be void if such payments be made as hereinbefore specified. And the parties of the first part agree to pay all taxes assessed on said premises before any penalties, costs or interests shall accrue on account thereof. But if default be made by the parties of the first part in the payment of the aforesaid note or any installment thereof, or any part thereof when due, or interest thereon, according to the tenor of said note, or the taxes assessed on said premises, then this conveyance shall become absolute, and said promissory note, and all taxes, penalties, costs and interest thereon, which may have been paid by the parties of the second part, their executors, administrators or assigns, shall, at the option of the legal holder hereof, at once become and be due and payable, and the legal holder hereof shall be entitled to immediate possession of the above described premises, and to receive the rents, issues and profits arising therefrom, and it shall be lawful for said parties of the second part, their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by