

This Indenture, Made this 16th day of February in the year of our Lord one thousand eight hundred and eighty nine between Mary A. Base and David Base her husband of Decatur in the County of Douglas and State of Kansas of the first part, and William Critchfield of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred \$ DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has 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: Tract One (1) Sec (2) Tract (3) Tract (4) Tract (5) and Tract (6) in Block Nineteen (19) in Decatur in D. E. Quarter 3-12-18

with all 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

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred \$ Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Mary A. and David Base to the said party of the second part: payable to the order of the National Bank of Lawrence, Kansas with interest at the rate of 7% payable semi-annually

and this conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the 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 hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Mary A. Base heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Mary A. Base (SEAL.)

David Base (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16th day of February, A. D. 1889, before me, J. H. Bonebrake a Notary Public in and for said County and State, came Mary A. Base and David Base her husband to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan 1st 1892.

Recorded Feb 16 A. D. 1889, at 4⁵⁰ o'clock P. M.

Notary Public.

Register of Deeds.

The following is a copy of the original instrument -
The wife stated she had having her part in full. Her mortgage is hereby released and the lien hereby created discharged. At witness my hand this 16 day of February, 1889
Witness
J. H. Bonebrake
Recorded August 7 1890 of record P. M. J. H. Bonebrake

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.
Notary Public in and for said County and State.
J. H. Bonebrake
Recorded March 16 1892 at 4 o'clock P. M. J. H. Bonebrake
J. H. Bonebrake Deputy