

This Indenture, Made this 5th day of March in the year of our Lord one thousand eight hundred and eighty Nine between E. Balwell his wife Mary Balwell of Clinton in the County of Douglas and State of Kansas of the first part, and L. H. Bacon of said County & State of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred 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: Commencing at a point on the West line of the North West quarter of Section five (5) of Range sixteen (16) at a point 3 1/2 rods North of the South West corner of said quarter thence East parallel with the South line of said quarter 12 rods thence North parallel with the West line 3 1/2 rods thence West parallel with South line 12 rods to the West line 12 rods thence South to said West line to the place of beginning meaning to convey the North forty acres of the 80 acres now in said quarter with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. Balwell wife Mary Balwell 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 hundred Dollars

according to the terms of One certain promissory Note this day executed and delivered by the said E. Balwell to the said party of the second part: as follows to-wit: Belvoir March 5, 1889
One year from date for value received I promise to pay L. H. Bacon or order One hundred dollars with interest at 6 per cent per annum E. Balwell

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 E. Balwell wife Mary Balwell 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

Ephraim Balwell (SEAL.)
Mary Balwell (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Shawnee } ss.

Be it Remembered, That on this 6th day of March, A. D. 1889, before me, L. G. Hampshire a Notary Public in and for said County and State, came E. Balwell and Mary Balwell his wife 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 Mar 4th 1892. L. G. Hampshire Notary Public.
Recorded March 30 A. D. 1889, at 5 o'clock P. M.

Amos Brooks Register of Deeds.

This mortgage is given on personal instrument. No note herein described being, both paid in full. This mortgage is given, released and the lien hereby created, discharged. Witness my hand this 5th day of September, A. D. 1889. L. H. Bacon