

This Indenture, Made this First day of June in the year of our Lord one thousand eight hundred and eighty Nine between J. M. Tollen and Prudence T. Tollen (husband & wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and B. F. Drennen of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three 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: That tract of land beginning at a point 35 Rods West of the N. E. Corner of the N. E. Quarter of Sec Nine (9) Township 45 Range 20 running thence South 15 Rods thence West 12 Rods thence North 15 Rods thence East 12 Rods to the place beginning containing 6 acres. Also to the N. 102, 104, 106, 108, 110, 112 on Newton Street and Lots No. 1, 2, 3, 4, 5, 6 Orange Street Baldwin City, County and State of Kansas said

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 indefensible 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

Three hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said J. M. Tollen and Prudence T. Tollen to the said party of the second part said note dated June 1st 1889 and due 12 Months after date drawing 10% per annum from date

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 J. M. Tollen and Prudence T. Tollen their heirs and assigns.

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

Signed and delivered in presence of

J. M. Tollen (SEAL.)
Prudence T. Tollen (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 1st day of June, A. D. 1889, before me, Justice of the Peace, a Notary Public in and for said County and State, came J. M. Tollen and Prudence T. Tollen 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 18

Recorded June 6 A. D. 1889, at 2 o'clock P. M. Justice of the Peace

W. Bristow (SEAL.)
James Bristow (SEAL.)
Register of Deeds.

The following is recorded on the original instrument
The mortgage herein described having been paid in full this mortgage is hereby released and the
lien thereby created is discharged. The moneys my hand this 10th day of February A. D. 1893
J. M. Tollen

The following is recorded on the original instrument
On consideration of full payment of the mortgage herein described I hereby release
the same as now recorded in the City of Lawrence, Kansas, this 10th day of February A. D. 1893
Recorded March 19th 1893
J. M. Tollen