

This Indenture, Made this 7th day of October in the year of our Lord one thousand eight hundred and eighty nine between Valinda B. Dugger, single of Baldwin City in the County of Douglas and State of Kansas of the first part, and J. B. Hayes of the second part,

Witnesseth, That the said part Y of the first part in consideration of the sum of Eight hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said part Y 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: Lots Nos. One hundred and Ninety and One hundred and Eleven (111) on Jersey Street in Baldwin City, being the homestead of said party of the first part; and the party of the first part agrees to maintain, during the existence of this mortgage, insurance on said property to the amount of \$1,000, for the benefit of mortgagee

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Valinda B. Dugger

doth hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and fifty Dollars five years after this date.

according to the terms of a certain promissory note this day executed and delivered by the said Valinda B. Dugger to the said part Y of the second part: with interest after maturity or default, at the rate of ten per cent per annum, the interest from date to maturity being evidenced by coupons attached to said note

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 part Y 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 part Y 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 part Y making such sale on demand to the said Valinda B. Dugger, her heirs and assigns.

In Witness Whereof, The said part Y of the first part, hath hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

A. E. Dallas

Valinda B. Dugger (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 5th day of October, A. D. 1889, before me, Chas. E. Dallas, a Notary Public in and for said County and State, came Valinda B. Dugger, single

to me personally known to be the same person 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 Dec. 15 1890.

Chas. E. Dallas

Notary Public.

Recorded Oct 9 A. D. 1889, at 5 o'clock P. M.

James Brooks

Reg. U.S. of Deeds

Released - See Book 35 Page 487

Received all Book 35 - Page 487 -
Assigned See Book 31 Page 439!
Assigned See Book 22 Page 674!