

This Indenture, Made this twelfth day of October in the year of our Lord one thousand eight hundred and eighty nine between E. D. Hawes and J. A. Hawes (Wife and husband) of Baldwin in the County of Douglas and State of Kansas of the first part, and L. Q. Barton of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: South 86 feet of Lots Twenty seven (77) Twenty Nine (79) and Eighty One (81) on Indiana Street Baldwin City, County and State aforesaid.

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 Five hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said E. D. Hawes and J. A. Hawes to the said party of the second part: said note due one year after date and drawing ten per cent interest per annum from date payable monthly.

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 surplus, if any there be, shall be paid by the party making such sale on demand to the said E. D. Hawes and J. A. Hawes 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

E. D. Hawes (SEAL.)

J. A. Hawes (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12<sup>th</sup> day of October, A. D. 1889, before me, a Justice of the Peace, a Notary Public in and for said County and State, came E. D. Hawes and J. A. Hawes

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 Oct 22 A. D. 1889, at 11<sup>40</sup> o'clock A. M.

W. Britton Justice of the Peace  
James Brooke Register of Deeds

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The following is entered in the original instrument  
Luminescence No. 12195. Recd. of J. D. Brewster, seven hundred  
Dollars, in full satisfaction of his mortgage, which is  
hereby discharged  
Fred. H. Brewster, witness  
Recorded October 14th 1895  
Daniel Cary Dutton