

MORTGAGE RECORD

P. F. Foley, Blank Book Manufacturer, LAWRENCE, KANS.

This Indenture, Made this Eighth day of February in the year of our Lord one thousand eight hundred and eighty Nine between S. W. Pingree and W. E. Cary, Officers of the Baldwin Creamery Co. of Baldwin in the County of Douglas and State of Kansas of the first part, and R. Dudgeon and Mrs. C. H. Anderson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of \$1300 Thirteen 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 parties of the second part their 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: Lot number One hundred and fifty nine (159) and One hundred and sixty one (161) On High Street, (Hogan's addition) in the City of Baldwin, with all improvements thereon, known as the Baldwin Creamery together with all the Machinery and fixtures thereunto belonging

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said S. W. Pingree and W. E. Cary as President and Secretary of said Company 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 \$1300 Thirteen Hundred Dollars

according to the terms of three certain promissory Notes this day executed and delivered by the said S. W. Pingree and W. E. Cary to the said parties of the second part: To-wit: Note No. 1 to Mrs. C. H. Anderson for the sum of \$300 due six months hence; Note No. 2 to R. Dudgeon for the sum of \$300 due in ten months from date; Note No. 3 to R. Dudgeon for \$300 due in one year all 3 Notes to be paid from date, 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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said Officers of the Baldwin Creamery Company their 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  
S. W. Pingree President (SEAL.)  
W. E. Cary Secretary (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 8th day of February, A. D. 1890, before me, H. B. Topping, a Notary Public in and for said County and State, came S. W. Pingree and W. E. Cary Officers of the Baldwin Creamery Company 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-12-1893. H. B. Topping  
Recorded Feb 10 A. D. 1890, at 10 o'clock A. M. Notary Public.

James Brooks  
By letter of Deeds.

*State of Kansas Douglas County vs. When all moneys of their presents that R. Dudgeon the within named mortgagee has fully acknowledged payment in full of the notes by the foregoing Mortgage secured and does acknowledge the Register of Deeds of Douglas County Kansas to discharge the same from record. On which order of I have executed at my law office this 26th day of June 1893.*  
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*Recorded June 26 1893*  
*James Brooks*  
*By letter of Deeds.*