

This Indenture, Made this Fifteenth day of Feb in the year of our Lord one thousand eight hundred and eighty Nine between Joseph J. Eddy (unmarried) of Baldwin City in the County of Douglas and State of Kansas of the first part, and W. J. Towne of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Lots Nos. One (1) Two (2) Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) Ten (10) Eleven (11) all on Fifth Street in Baldwin City Douglas Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joseph J. Eddy (unmarried) does hereby covenant and agree that at the delivery hereof he 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

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 Note & Ten Coupons this day executed and delivered by the said Joseph J. Eddy to the said party of the second part: and secured for Eight Hundred Dollars or any to be paid to Party of the second part

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 Joseph J. Eddy heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Joseph J. Eddy (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 15 day of Feb, A. D. 1890, before me,

Joseph J. Eddy, a Notary Public in and for said County and State, came Joseph J. Eddy 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 April 26 1891.

Recorded 22 26 A. D. 1890, at 5 o'clock P. M.

John M. Newlin Notary Public.

James Brooks Register of Deeds.

The following is indexed on the original instrument  
the index having been given by the mortgagee to the mortgagee and the  
latter hereby created discharge. As witness my hand, this 9th day of Nov. A. D. 1891  
Recorded for Public Use  
at St. Louis, Mo.  
W. J. Towne  
Attorney in fact

The following is indexed on the original instrument  
Baldwin City, Mo. April 22, 1892. Received payment per full of note secured by this mortgage and  
the release of said Douglas Co. Kansas is hereby authorized to discharge the same of record  
Recorded April 22, 1892  
Mrs. Abbie R. Towne