

This Indenture, Made this 22nd day of March in the year of our Lord one thousand eight hundred and eighty between John Brady and Catherine Brady his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and James Murray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred (\$500) 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: lots Nos. Sixty Eight & Sixty Nine in Dearborn Street Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Brady & Catherine Brady 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 Five hundred Dollars

according to the terms of the certain Promissory Note this day executed and delivered by the said John Brady & wife to the said party of the second part: James Murray this Mortgage can be settled at any interest payment before maturity

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 John Brady or his 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

Joseph Pittman

John Brady (SEAL.)

Catherine Brady (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 22nd day of March, A. D. 1890, before me, Joseph Pittman, a Notary Public in and for said County and State, came John Brady and Catherine Brady husband and wife 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 Dec-7-1893.

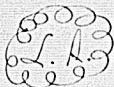
Recorded March-24 A. D. 1890, at 5³⁰ o'clock P. M.

Joseph Pittman Notary Public.

James Brooks Register of Deeds.

The following is a certificate on the original instrument of the note secured by this mortgage having been paid in full. Therefore this mortgage is Release and we authorize the Register of Deeds of Douglas County Kansas to discharge the same of Record. J. H. Blackhart, Executor of Estate of W. C. Williams. William Covier Secy.

Recorded Jan 12th 1894.
C. W. Remonding
Register of Deeds



The foregoing instrument is in consideration of full payment of the within mortgage whereby release the same this 24th day of March 1890.