69reuce, Kaus. ORTCACE RECORD P. T. Foley, Blank Book Manufacturer, Lawrence, Kans X This Indenture, Made this \_car of our 111-\_\_\_\_ day of \_\_\_ in the year of our Lord one thousand eight hundred and eighty Minuty : between -4 n. amsden an unmassied man of - Baldwin -- in the County of \_\_\_\_ Douglas -and State of Langas of the first part, and Delia A. Phillips of the second part, Wilnesselh, That the said party\_of the first part in consideration of the sum of One Hundred and Fifty \_\_\_\_\_ \_\_\_DOLLARS, to\_\_\_\_\_duly paid, the receipt e receip of which is hereby acknowledged, hales sold and by these presents do = grant, bargain, sell and mortgage to the said party\_ part y of the second part\_lun\_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 No Twenty Place (23) on Jersey fleet and Jota No. leven and State ace 17) Nine 19)+ Eleven (11) on Monroe Street in Baldwin City-----with all the appurtenances, and all the estate, title and interest of the said part Y\_of the first part therein. And the said the said - 4 W. amoden do LA, hereby covenant and agree that at the delivery hereof Lt 1.1\_the lawful owner -of the premises above granted, and seized nid 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 \_\_\_\_\_ \_\_\_\_ One Hundred and Filty Dollars according to the terms of \_\_\_\_\_ or \_\_\_\_\_ certain 6\_\_\_\_\_ \_\_\_\_this day executed and delivered by the red by the 410 ameden said to the said party\_of the second part : ond part: said \_\_\_\_\_\_ to the said part y\_ of the second p kayable in Rive years after date Interest at 8 % for annum. 10% after malusety-80 phy and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any t, 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 field. absolute, in executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner ne manner prescribed by law, appraisement hereby waived or not at the option of the party\_of the second part les executors, administrators inistrators 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 puid by the party\_making such sale on demand to the said Y. D. Amstact ether with h sale on heirs and assigns. In Witness Whereof, The said party\_of the first part, has\_hereunto set full\_hand and seal the day and year first year first above written. U.W. ameden (SEAL.) \_(SEAL.) Signed and delicered in presence of (SEAL.) \_(SEAL.) (SEAL.) \_(SEAL.) (SEAL.) \_(SEAL.) STATE OF KANSAS, 1.88 County of Douglas Be it Remembered, That on this \_14 - day of \_ July - , A. D. 1840, before me, ocfore me, L. C. Ctelle a Notary Public in and for said County and ounty and State, came y W. amsden an unmarried man band to me personally personally ledged the known to be the same person - who executed the foregoing instrument, and duly acknowledged the execution of the same. In Wilness Whereof, I have hereunto set my hand and affixed my official seal on the day and e day and year last above written. L. S. Steele My commission expires June \_\_\_\_ 18-1844 Notary Public. \_\_\_\_\_A. D. 1890, at 3 \_\_\_\_ o'clock P\_\_\_ M. stary Public. Recorded July -Janus Brooks Reg later of Deeds ster of Deeds. A. 4111