

This Indenture, Made this Twelfth day of August in the year of our Lord one thousand eight hundred and eighty nine between D. Baughman and Margaret A. Baughman his wife of Killbuck in the County of Frederick and State of Kansas of the first part, and Jacob Baughman of Deception Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty 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: Beginning at a point eighty (80) rods North of the centre of section three (3) Range five (5) North Eighteen (18) and running thence North fifteen (15) rods thence West thirty two (32) rods thence South fifteen (15) rods to thence East thirty two (32) rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said D. Baughman and Margaret A. Baughman 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 One hundred and fifty dollars (\$150) and the interest thereon according to the terms of the certain promissory note July 1, 1887 this day executed, and delivered by the said D. Baughman and Margaret A. Baughman to the said 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 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

D. Baughman (SEAL.)

Margaret A. Baughman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Frederick } ss.

Be it Remembered, That on this 12 day of August, A. D. 1887, before me, Justice of the Peace, a Notary Public in and for said County and State, came D. Baughman and Margaret A. Baughman his 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 18 .

Recorded 3 A. D. 1892, at 12 o'clock P. M. Justice of the Peace

James Brooke Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 6 day of June, 1892. Must A. W. Cannon & wife

In consideration of full payment of the within mortgage I hereby release the same this 6 day of June, 1892.