

MORTGAGE RECORD

P. S. Foley, Book Manufacturer, Lawrence, Kas.

This Indenture, Made this 24th day of October in the year of our Lord one thousand eight hundred and eighty ninty between Sattie M. Bodwell unmarried of Baldwin in the County of Douglas and State of Kansas of the first part, and A. Peace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: Lot No. Seventy Eight (78) Twenty Nine (29) and East 1/2 of the North City (60) feet of Lot No. Seventy Seven (77) all in High Street in Baldwin City, said first parties hereby reserving the privilege of buying said note in three years from date hereof by giving said second party or his agent 30 days notice in writing

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sattie M. Bodwell 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 Five Hundred & 00/100 Dollars according to the terms of the certain Note this day executed and delivered by the said Sattie M. Bodwell to the said party of the second part: Payable in five years from date with semi annual interest as therein specified

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 Sattie M. Bodwell 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

Sattie M. Bodwell (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24th day of October, A. D. 1892, before me, A. H. Bailey, a Notary Public in and for said County and State, came Sattie M. Bodwell

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 July - 16 - 1893. A. H. Bailey Notary Public.
Recorded Nov - 3 - 1892 at 12⁰⁵ o'clock P. M.

James Brooks Eng. State of Deeds.

Recorded 3-27-1896. The foregoing Notice is entered on the original instrument. All payments, in consideration of the sum of \$500.00 paid to said Sattie M. Bodwell, by A. H. Bailey, a Notary Public, in and for said County and State, on the 24th day of October, 1892, in High Street in Baldwin City, Kansas, said first parties hereby reserving the privilege of buying said note in three years from date hereof by giving said second party or his agent 30 days notice in writing.

(From Release See Book 44 Pg. 437)