

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

Witnesseth, That the said party 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 her 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 Seven (77) on High Street Baldwin City except the West Six (6) feet of the North Sixty (60) feet of said Lot No. 77.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Kattie 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 Dollars according to the terms of one certain Note this day executed and delivered by the said Kattie M. Bodwell to the said party of the second part: payable in three years from date with semi annual interest said first party herein reserves the privilege of paying said loan in three years

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 her 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 her 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 Kattie M. Bodwell heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hands and seals the day and year first above written.

Signed and delivered in presence of

Kattie M. Bodwell (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 24 day of October, A. D. 1892, before me, L. A. Barclay, a Notary Public in and for said County and State, came Kattie 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.

Recorded Nov 3 A. D. 1892, at 2 o'clock P. M.

L. A. Barclay Notary Public.

James Brooks Register of Deeds.

For Release See Vol. 14, Pg. 437.

