

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

Witnesseth, That the said part 1st 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. Twenty Nine (29) 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 parties of the first part therein. And the said Lattie 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 Lattie M. Bodwell to the said party of the second part: payable in five 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, appraisal 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 Lattie 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

Lattie 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, A. H. Parley, a Notary Public in and for said County and State, came Lattie 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<sup>th</sup> 1893. A. H. Parley Notary Public.  
Recorded Nov 3 A. D. 1892, at 2 o'clock P. M.

James Brooks  
Register of Deeds.

Give Release See A. B. H. 14 Pg. 134

