

ally known to be the identical person described in, and who executed the foregoing conveyance as grantor and duly acknowledged the execution of the same.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

1890

H. E. Benson

Notary Public

My commission expires Jan'y. 20. 1891

Recorded March 4. 1890 at 5 o'clock P.M.

James Brooks  
Register of Deeds.

This Indenture Made this Fifteenth day of Feby in the year of our Lord one thousand eight hundred and Ninety

Between Joseph J. Eddy (unmarried) of Baldwin City in the county of Douglas and State of Kansas of the first part and E. J. Parker of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum of Two hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Lots Nos. One (1) Two (2) Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) Ten (10) and Eleven (11) all on Fifth Street in Baldwin City, Douglas Co. Kansas with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joseph J. Eddy, does hereby covenant and agree that at the delivery hereof he being the lawful owner of the premises granted and seized a good and indefeasible estate of inheritance therein, free and clear of all incumbrances excepting one Mortgage of Five hundred Dollars and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars, according to the terms of a certain promissory note this day executed by the said Joseph J. Eddy to the said party of the second part, said Notes being given for the sum of Two hundred Dollars, dated Feby 15<sup>th</sup> 1890 due and payable in <sup>7/100</sup> <sup>Oct 15</sup> <sup>1890</sup> <sup>1890</sup> months year from date thereof with interest thereon according to the terms of said note and as shown by coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons provided, and as is herein after specified. And the said party of the first part hereby agrees to pay all taxes assessed on

The following is indorsed on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released, and the land there created discharged  
attest E. J. Parker my hand, this 9th day of November A.D. 1890  
Recorded November 9th 1890  
James Brooks  
Register of Deeds