

State of Kansas

County of Cowley } ss. On this 22^d day of April 1890 before me, a Notary Public in and for said County and State, came David L. Beach, to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof.

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

D. L. Beach

May B. Beach

Notary Public

My commission expires on the 9th day of Feb'y 1894.
Recorded May 6, 1890 at 4³⁷ o'clock P. M.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument.
"This debt secured by this Mortgage
having been paid in full,
I hereby release and discharge the same."
Mar 28th 1904.
W. W. Bradburn,
Register of Deeds.

This Indenture Made this 7th day of May in the year of our Lord One Thousand Eight Hundred and Eighty Nine between Mrs Eliza A. Scott (a single woman) of Baldwin in the County of Douglas and State of Kansas of the first part, and A. D. Dale of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Hundred and Ten (\$210.00) Dollars to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does Grant, Bargain, Sell and Mortgage to the party of the second part his heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and the State of Kansas, described as follows to-wit: Lots Ten (10) and Eleven (11) Block Ninety Two (92) Baldwin City, Kansas Douglas Co. with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Mrs Eliza A. Scott does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seised 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 Two Hundred and Ten (\$210.00) Dollars, according to the terms of one certain Note this day executed by the said Mrs Eliza A. Scott to the said party of the second part. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable.