

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 20<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety between George W. Amsden unmarried of Baldwin in the County of Douglas and State of Kansas of the first part, and Delia A. Phillips of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred and fifteen (\$515) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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: Block No. Ninety Three (93) entire in the Town Site of Calmira in said County, now known as in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said G. W. Amsden doth hereby covenant and agree, at the delivery hereof that he is the lawful owner of the premises above granted, and seized of a good and indefeasible state 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 and fifteen (\$515) Dollars according to the terms of One certain Bond this day executed and delivered by the said G. W. Amsden to the said party of the second part: Payable in five years with the privilege of paying in three years, interest evidenced by coupons attached to said Bond both Five hundred and fifteen Dollars borrowed to apply on the purchase of said premises

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 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 G. W. Amsden heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

G. W. Amsden (SEAL.)  
unmarried (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 20 day of December, A. D. 1890, before me L. J. Steele, a Notary Public in and for said County and State, came Geo W. Amsden unmarried

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 June 15 1894 L. J. Steele Notary Public.  
Recorded Dec 23 A. D. 1890, at 2 o'clock P.M.

James Brooks Register of Deeds

This following is indexed in changing instrument  
of the State herein described, having been paid in full of the Mortgage  
it hereby released and the lien hereby created discharged.  
As witness my hand this 19<sup>th</sup> day of March A.D. 1900.  
Delia A. Phillips  
U. S. Bureau Register of Deeds,

Recorded March 14<sup>th</sup> 1900.

