

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of March in the year of our Lord one thousand eight hundred and ninety one between Fannie E. Pitton an unmarried woman of Decompton in the County of Douglas and State of Kansas of the first part, and Jacie P. Baughman of the same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do^{es} 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: Lots numbered one (1) and two (2) in Block numbered Nineteen (19) in the City of Decompton according to the recorded Plat thereof

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Fannie E. Pitton do^{es} hereby covenant and agree, at the delivery hereof she 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 dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Fannie E. Pitton to the said party of the second part for five hundred dollars payable on or before five years after date

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 Fannie E. Pitton her heirs and assigns.

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

Signed and delivered in presence of

Fannie E. Pitton (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 21st day of March, A. D. 1891, before me J. H. Bonebrake, a Notary Public in and for said County and State, came Fannie E. Pitton an unmarried woman 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 Jan 7th 1893Recorded April 29 A. D. 1891, at 3³⁰ o'clock P. M.

J. H. Bonebrake Notary Public.
James Brooks Register of Deeds

The following is indorsed on Original Instrument.
March 31 1896
Received of Mrs. Fannie E. Pitton The sum in full within the within Mortgage the sum of five hundred and interest Five Dollars in full satisfaction of the within mortgage.
Recorded May 11 1896

Jacie P. Baughman
Fannie E. Pitton
James Brooks