

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and 91 between M. E. VanVickle of Stanton in the County of Miami and State of Kansas of the first part, and Stephen Sampman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty (250) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do — 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: All of Lots Number Eighty Eight (88) Ninety (90) and Ninety Two (92) on Baker Street Baldwin City Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said M. E. VanVickle do — hereby covenant and agree, ^{that} 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 Two hundred and fifty (250) dollars according to the terms of one certain Promissory Note this day executed and delivered by the said M. E. VanVickle to the said party of the second part: The said Note to be paid the 1st day of May 1892 with Interest from date at 8% per annum until paid.

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 his 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 his 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 M. E. VanVickle 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

Hugh StevensonM. E. VanVickle

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Miami

Be it Remembered, That on this 9th day of May, A. D. 1891, before me Hugh Stevenson, a Notary Public in and for said County and State, came M. E. VanVickle

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 Apr. 13th 1895Hugh Stevenson

Notary Public.

Recorded May 12 A. D. 1891, at 4 o'clock P. M.James Brooks

Register of Deeds.



The following is endorsed on original instrument
 In consideration of full pay-
 ment of the within mortgage
 I hereby release the same this
 9th day of December 1892
 Stephen Sampman
 Recorded December 29, 1892 at 3³⁰ o'clock P.M. James Brooks Register of Deeds
 Miami County