

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of May in the year of our Lord one thousand eight hundred and Ninety one between Arthur C. Pontius and Mabel R. Pontius husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and Lafayette P. Baldwin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of thirteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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: The Southwest quarter (1/4) of the Northwest quarter (1/4) of Section thirty-two (32) Township Twelve (12) Range Nineteen (19) containing 40 acres more or less in Kanwaka Township in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree, at the delivery hereof that they the lawful owners of the premises above granted, and seized 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 thirteen hundred dollars according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: One due seven months after date for \$600.00 and one twelve months after date for \$700.00 with interest at six percent from date until paid interest payable annually

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 parties of the first part heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

A. A. CooperArthur C. Pontius (SEAL.)Mabel R. Pontius (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

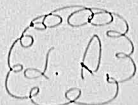
Be it Remembered, That on this 2nd day of May, A. D. 1891, before me A. A. Cooper, a Notary Public in and for said County and State, came Arthur C. Pontius and Mabel R. Pontius his wife to me personally

known to be the same persons 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 April 10, 1893.A. A. Cooper

Notary Public.

Recorded May 18 A. D. 1891, at 12⁵⁵ o'clock P—M.
James Brooks
Register of Deeds

Register of Deeds

The following is indorsed on the original instrument:
 In consideration of full payment of the within mortgage
 I hereby release the same this 18 day of May 1891
 Lafayette P. Baldwin

Recorded May 18th 1891
 James Brooks
 Register of Deeds