

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety one between H. E. Bodwell and Malissag Bodwell (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and Mary J. Nichols of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 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: That portion of land beginning at a point ten or feet west of the South West corner of Lot 1, High Street Baldwin City, Kansas, running thence North One hundred and sixteen (166) feet, thence East Twenty three and one half (23 1/2) feet, thence South One hundred and sixteen (166) feet, thence West Twenty three and one half (23 1/2) feet to place of beginning, excepting the use of the North ten (10) feet of the above described premises as long as the present building on the North end of Lot 3 shall remain there, the building on the East 1/2 of above described tract belonging to N. H. Kider, which they may remove or before the 20th day of October, 1911, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. E. Bodwell and Malissag Bodwell do — hereby covenant and agree, <sup>that</sup> at the delivery hereof are the lawful owners 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 One Thousand dollars according to the terms of 20 certain promissory notes this day executed and delivered by the said H. E. Bodwell and Malissag Bodwell to the said party of the second part: said notes being for \$50 each, the first one being due six months after date, and one being due every month thereafter, the last being due 10 years after date, all drawing interest at the rate of 5% per annum from date, and payable semi-annually on the 1st day of September and March next 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 H. E. Bodwell and Malissag Bodwell heirs and assigns.

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

Signed and delivered in presence of

H. E. Bodwell (SEAL)  
M. J. Bodwell (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS, }  
 County of Douglas } SS.

Be it Remembered, That on this 20th day of September, A. D. 1891, before me Justice of the Peace, a Notary Public in and for said County and State, came H. E. Bodwell and Malissag Bodwell 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 18Recorded Sept 26 A. D. 1891, at 10 o'clock A. M.

W. Bristow Justice of the Peace  
James Brooks Register of Deeds

The following is endorsed on the original instrument:  
 The notes herein described having been paid in full, this mortgage is hereby released, and the land thereby created is discharged.  
 As witness my hand this 1st day of March, A.D. 1894  
Mary J. Nichols

Recorded March 8th 1894  
James Brooks