

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 18<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety one between Robert H. Stewart unmarried 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 two hundred DOLLARS, to him 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: lots Nos thirty (30) and thirty two (32) Baker Street and lots Nos thirty (30) and thirty two (32) Indiana Street all 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 Robert H. Stewart do hereby covenant and agree <sup>that</sup> at the delivery hereof he is the lawful owner 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 two hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Robert H. Stewart to the said party of the second part: five years from date with interest at 8% per annum payable semiannually

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, on any part thereof, in the manner prescribed by law, appraisal 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 Robert H. Stewart his 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

Robert H. Stewart (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 18 day of September, A. D. 1891, before me L. I. Steele, a Notary Public in and for said County and State, came Robert H. Stewart an unmarried man

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 18 1891 L. I. Steele Notary Public.  
Recorded Oct 2 A. D. 1891, at 3<sup>30</sup> o'clock P. M.

James Brooks  
Register of Deeds

The following is endorsed on original instrument  
 The Note herein described having been paid in full, this mortgage  
 is hereby released and the lien thereof created discharged  
 by Delia A. Phillips my hand, this 24 day of December A.D. 1895  
 Recorded Dec 22. 1895 James Brooks Register of Deeds  
 J. W. Karmean Deputy