

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of November in the year of our Lord one thousand eight hundred and ninety one between John Brady and Catherine Brady his wife of Baldwin City in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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: Lot Six (6) Eleven (7) Eight (8) Nine (9) Ten (10) and Eleven (11) on Fifth Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Brady and Catherine Brady do hereby covenant and agree, at the delivery hereof, they are 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 Note and Six Coupons this day executed and delivered by the said John Brady and Catherine Brady to the said part of the second part:

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 part 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 John Brady 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

John Brady (SEAL)  
Catherine Brady (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 4 day of Nov, A. D. 1891, before me a Justice of the Peace, a Notary Public in and for said County and State, came John Brady and Catherine Brady 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 18 W. Britton  
Recorded Nov 9 A. D. 1891, at 10 o'clock A.M. Justice of the Peace

James Brooks Register of Deeds

The following is endorsed on the original indenture  
\$200.00 Nov 21 1894 Received of John Brady the within amount in full satisfaction of the within mortgage  
Martha B. Wallace

Recorded January 21 1894 James Brooks  
Register of Deeds

by J. H. Snow her Attorney in fact