

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14th day of May in the year of our Lord one thousand eight hundred and ninety two between Marion Kidder and Jewell K. Kidder of Baldwin in the County of Douglas and State of Kansas of the first part, and J. B. Schuebly of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred \$00 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: undivided One Half interest in that part of Lot "U" beginning six feet East of the S.W. corner thence running North One Hundred and Thirty nine feet thence East Twenty two feet thence South One Hundred and Thirty Nine feet thence West Twenty two feet to place of beginning, on High Street Baldwin City Douglas Co. Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Marion Kidder Jewell K. Kidder do— hereby covenant and agree, ^{that} at the delivery hereof they 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 Two Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Marion Kidder Jewell K. Kidder to the said party of the second part: due and payable two years from May 4th 1892, with interest at ten per annum from date

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 Marion Kidder Jewell K. Kidder heirs and assigns.

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

Signed and delivered in presence of

Marion Kidder (SEAL.)
Jewell K. Kidder (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 3^d day of May, A. D. 1892, before me C. E. Dallas, a Notary Public in and for said County and State, came Marion Kidder Jewell K. Kidder wife Husband 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 Dec 16 1894 C. E. Dallas Notary Public.
 Recorded Aug 6 A. D. 1892, at 10³⁰ o'clock A—M.

James Brooks
 Register of Deeds

The following is indorsed on the original instrument
 Baldwin Co. Dec. 14, 1899
 Received of M. J. Kidder the within named mortgage
 the sum of Two Hundred Dollars in full satisfaction
 of the within Mortgage
 Mary B. Schuebly
 J. B. Schuebly

For release see Book 64 Page 535