

This Indenture, Made this Seventeenth day of August in the year of our Lord one thousand eight hundred and ninety two, between J. C. Thompson and Emily Thompson his wife of Miami in the County of Miami and State of Kansas of the first part, and Ida M. Huff of Baldwin Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Lots 168, 169 and 170 Seventy on Grove Street Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. C. Thompson 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 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 hundred Dollars according to the terms of One certain Note this day executed and delivered by the said J. C. Thompson and wife to the said party of the second part: and due in one year drawing ten percent per annum

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 J. C. Thompson 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

J. C. Thompson (SEAL.)  
Emily Thompson (SEAL.)  
 \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 17 day of Aug, A. D. 1892, before me J. Y. Thompson, a Notary Public in and for said County and State, came J. C. Thompson and Emily Thompson husband and 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 July 8 1895 J. Y. Thompson Notary Public.

Recorded Aug 20 A. D. 1892, at 8<sup>30</sup> o'clock A-M.

James Brooks Register of Deeds

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