

This Indenture, Made this 28th day of September in the year of our Lord one thousand eight hundred and ninety two between J. M. Walker and Emmag Walker his wife of Baldwin City in the County of Douglas and State of Kansas of the first part, and Ida A. Helborn of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 No 101, 102 & 103 Dearborn St. City of 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. M. Walker & Emmag Walker do hereby covenant and agree that at the delivery hereof they the lawful owners 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

according to the terms of Eight Hundred Dollars certain Promissory Note this day executed and delivered by the said J. M. Walker & wife to the said party of the second part: for the sum of Eight hundred Dollars, due in one year from date with interest at 7% 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 the 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. M. Walker & Emmag Walker 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. M. Walker (SEAL.)

E. J. Walker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 29 day of September, A. D. 1892, before me Joseph Pittman, a Notary Public in and for said County and State, came J. M. Walker & E. J. Walker husband & wife 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 Dec 9 1892 Joseph Pittman Notary Public.
Recorded Sept 30 A. D. 1892, at 5 o'clock P. M.

James Brooks
Register of Deeds.

(For Release See Book 31 Page 90)