

JOURNAL CO., LAWRENCE, KAN.

The following is indorsed on Original Instrument:
July 6, 1896
Received of Sarah W. Markham, The sum of six hundred Dollars
in full satisfaction of the within mortgage
Attest: Allie C. Smith
Florence S. Moorhead

The following is indorsed on Original Instrument:
No Value received, I do hereby sell and assign this mortgage
and the notes thereon described to William

Recorded Nov 14 1896
By Fred Brooks, Register of Deeds

This Indenture, Made this 13th day of October in the year of our Lord one thousand eight hundred and ninety two between Maggie E. Hyde and N. A. Hyde wife and husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Cornelia J. Martin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: The South one half of Lots Nos One Hundred twenty two (122) One Hundred twenty four (124) One Hundred twenty six (126) One Hundred twenty eight (128) One Hundred thirty (130) One Hundred thirty two (132) Indiana Street Baldwin City Mo.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Maggie E. Hyde and N. A. Hyde 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 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 Six hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Maggie E. Hyde and N. A. Hyde to the said party 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 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 Maggie E. Hyde and N. A. Hyde 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

N. A. Hyde (SEAL.)
Maggie E. Hyde (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 13th day of October, A. D. 1892, before me A. Y. Pasley, a Notary Public in and for said County and State, came Maggie E. Hyde and N. A. Hyde 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 16 1893
Recorded Oct 21 A. D. 1892, at 10⁵⁰ o'clock P. M.

A. Y. Pasley Notary Public.
James Brooks Register of Deeds.