

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 10th day of May in the year of our Lord one thousand eight hundred and ninety three between Joseph Pittman & Susan Pittman (husband & wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and John Dean of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred & twenty five 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: Lots No One (1) Three (3) Five (5) Seven (7) Nine (9) and East half (1/2) of eleven (11) on Elm street Also Lots Two (2) Four (4) Six (6) Eight (8) Ten (10) East half (1/2) of Twelve (12) on Dearborn Street Baldwin City, county and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof ^{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 One hundred & twenty five Dollars according to the terms of one certain Note this day executed and delivered by the said Joseph Pittman & Susan Pittman to the said party of the second part: payable at Baldwin Kansas as follows, to-wit: Six & 2/100 dollars on the Death day of November 1893 Six & 2/100 dollars on the Death day of May 1894 with interest thereon

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 the moneys arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Joseph Pittman & Susan Pittman 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, this 10 day of May, in the year of our Lord eighteen hundred and ninety two (SEAL.)
Signed and delivered in presence of

Joseph Pittman (SEAL.)
Susan Pittman (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 10 day of May, A. D. 1893, before me J. G. Thompson, a Notary Public in and for said County and State, came Joseph Pittman & Susan Pittman his 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 3 1895. J. G. Thompson Notary Public.
Recorded May 24 A. D. 1893, at 11²⁵ o'clock A. M.
James Brooks Register of Deeds

The following is endorsed on the original instrument
This Note Secured by this mortgage having been paid in full
this mortgage is hereby released
John Dean.

Baldwin Kans.
Nov 20th 1892.

Recorded Mar 7th 1894
A. W. Thompson
Register of Deeds

