

This Indenture, Made this 31st day of July in the year of our Lord one thousand eight hundred and ninety three between Carrie C. Ballard of Baldwin in the County of Douglas and State of Kansas of the first part, and George Stewart of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and Ten DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 One hundred and one (101) One hundred and Three (103) One hundred and Five (105) One hundred and Seven (107) One hundred and Nine (109) and One hundred and Eleven (111) on Morrow Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Carrie C. Ballard do hereby covenant and agree that at the delivery hereof she is 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 and Ten dollars at 10% Interest per annum according to the terms of One certain Promissory Note this day executed and delivered by the said Carrie C. Ballard to the said party of the second part: as collateral security for one note given by the Carrie C. Ballard to S. N. Brider same date and amount as the above, and the said Carrie C. Ballard paying the said One hundred and ten dollars, with interest to S. N. Brider shall be full payment of this Instrument 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 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 Carrie C. Ballard her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

J. G. Thompson

Carrie C. Ballard (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 27 day of July, A. D. 1893, before me J. G. Thompson, a Notary Public in and for said County and State, came Carrie C. Ballard

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 July 3rd 1895

Recorded Aug 9 A. D. 1893, at 7²⁰ o'clock P M.

J. G. Thompson

Notary Public.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage
Thereby release the same this
1st day of November 1899

Geo. Stewart

Wm. B. Johnson
Register of Deeds.