

This Indenture, Made this 7 day of August in the year of our Lord one thousand eight hundred and ninety three between M. J. Crosby and Catharine Crosby his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and M. Priestly 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 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: Lot No 90192 on Indiana Street Baldwin Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said M. J. Crosby and Catharine Crosby 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

One hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said M. J. Crosby and said M. Priestly to the Baldwin State Bank to the said party of the second part: said Priestly signed said note as security, said note due and payable Nov 1st 1893, and drawing 10% after maturity (This conveyance is to secure said Priestly as surety on said note)

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 M. J. Crosby and Catharine Crosby their heirs and assigns.

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

Signed and delivered in presence of

M. J. Crosby (SEAL.)
Catharine E. Crosby (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 8 day of August, A. D. 1893, before me a Justice of the Peace, a Notary Public in and for said County and State, came M. J. Crosby and Catharine E. Crosby 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 189
Recorded Aug 9 A. D. 1893, at 11 o'clock - M. Justice of the Peace

James Brooks
Register of Deeds.

The following is indorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 14 day of November 1894.
H. D. Priestly

Subscribed to before me this 14th day of November, 1894

Recorded November 15th 1894

Amos Brooks

Register of Deeds

J. E. Hair, Notary Public

My commission Aug 3 - 96