

This Indenture, Made this 7 day of September in the year of our Lord one thousand eight hundred and ninety three between Nannah E. Robbins of Baldwin in the County of Douglas and State of Kansas of the first part, and Mrs Charles Cutler of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 fifty five (55) fifty seven (57) fifty nine (59) sixty one (61) sixty three (63) and sixty five (65) on Fremont Street Baldwin City County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nannah E. Robbins 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 Six hundred dollars (\$600.00) according to the terms of one certain promissory note this day executed and delivered by the said Nannah E. Robbins to the said party of the second part: said note, to draw interest at the rate of 10% per annum, payable semi annually on the 7th days of March and September in each year. said note due one year after date

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 Nannah E. Robbins 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

Nannah E. Robbins (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 7 day of September, A. D. 1893, before me a Justice of the Peace, a Notary-Public in and for said County and State, came Nannah E. Robbins

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 189

Recorded Sept 8 A. D. 1893, at 10<sup>42</sup> o'clock h M. N. Bristow Justice of the Peace

James Brooks Register of Deeds