

This Indenture, Made this Twentieth day of October in the year of our Lord one thousand eight hundred and Ninety three between James H. Dolson (single) of Chickasha in the County of _____ and State of Indian Territory of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said party _____ of the first part in consideration of the sum of Three hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he 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 One hundred and three (103) and One hundred and four (104) Indiana 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 James H. Dolson do he hereby covenant and agree that at the delivery hereof he 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 House to be kept insured in favor of Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of One certain Note & Six Coupons this day executed and delivered by the said James H. Dolson 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 and 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 James H. Dolson her heirs and assigns.

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

Signed and delivered in presence of

James H. Dolson

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

Ind. Ter.
STATE OF KANSAS,
County of Chickasaw Nation } ss.
3rd Judicial Division

Be it Remembered, That on this 21 day of Oct, A. D. 1893, before me T. E. Gilmore, a Notary Public in and for said County and State, came James H. Dolson

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 14 1896

Recorded Oct 23 A. D. 1893, at 3:30 o'clock

T. E. Gilmore

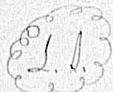
Notary Public,
5th Judicial Division

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full the mortgage is hereby released and the lien thereby created discharged.
As Witness my hand this 2nd day of May, A.D. 1895

Mary J. Bailey

Recorded: May 14/95, H. P. Newman, Register of Deeds



The following is endorsed on original instrument