

JOURNAL CO. LAWYER, KAN.

This Indenture, Made this 31st day of March in the year of our Lord one thousand eight hundred and ninety four between Lucy Baker and Jacob R. Baker by husband of Douglas in the County of Douglas and State of Kansas of the first part, and Albert Newman of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four 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: The South East quarter of North West quarter of Section twenty six (26) Township thirteen (13) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Lucy Baker and Jacob R. Baker do hereby covenant and agree that at the delivery hereof they are the lawful owner^s 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 Four hundred dollars according to the terms of 1 certain promissory note this day executed and delivered by the said Lucy Baker and Jacob R. Baker to the said party of the second part: A promissory Note for four hundred dollars (\$400) payable five years from date and bearing even date herewith, with interest the rate of Eight per cent per annum

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 1st 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 Lucy Baker and Jacob R. Baker then heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have thereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Lucy Baker (SEAL.)
Jacob R. Baker (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 31 day of March, A. D. 1894, before me John Charlton a Notary Public in and for said County and State, came Lucy Baker and Jacob R. Baker her husband to me personally known to be the same person^s 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 Aug 76 1896 John Charlton Notary Public.
Recorded March 31 A. D. 1894, at 9²⁵ o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument -
#400
Received of Lucy Baker & Jacob R. Baker the within named mortgage -
the sum of Four hundred and 00 Dollars - in full satisfaction of the within mortgage -
Albert Newman
Recorded Jan-18-1901-
By Billie B. Copman - Deputy