

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 26<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety four between Mary R. Counts and J. T. Counts (Wife + husband) of Baldwin in the County of Douglas and State of Kansas of the first part, and The Kansas Educational Association of the Methodist Episcopal Church of the second part,

Witnesseth, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Three 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 part 2<sup>nd</sup> of the second part their 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 Thirty seven (37) Thirty eight (38) Thirty nine (39) on Sixth Street Baldwin City Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Mary R. Counts + J. T. Counts 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 except a mortgage given to for Three hundred dollars

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 Promissory Note this day executed and delivered by the said Mary R. Counts + J. T. Counts to the said party of the second part: payable Three years after date + drawing Eight per cent interest from 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 part 2<sup>nd</sup> of the second part their 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 part 2<sup>nd</sup> of the second part their 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 part 1<sup>st</sup> making such sale on demand to the said Mary R. Counts + J. T. Counts their heirs and assigns.

In Witness Whereof, The said part 1<sup>st</sup> of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Mary R. Counts (SEAL.)  
J. T. Counts (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

Be it Remembered, That on this 27 day of March, A. D. 1894, before me J. E. Hair, a Notary Public in and for said County and State, came Mary R. Counts and J. T. Counts wife + husband 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 Aug 3 1896 J. E. Hair Notary Public.  
Recorded April 5 A. D. 1894, at 9 o'clock M.

James Brooks  
Register of Deeds.

The following is indexed on the original instrument  
# 500  
Baldwin News 9/10-1898.  
Received of Mary R. Counts and J. T. Counts the within named  
Mortgage for the sum of Three Hundred and No Dollars in full  
satisfaction of the within Mortgage  
The Kansas Educational Association of the Methodist Episcopal Church  
By J. S. Murphy Secy  
J. S. Murphy Secy  
Recorded May 21<sup>st</sup> 1898,  
G. B. Loxman  
Register of Deeds