

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of April in the year of our Lord one thousand eight hundred and ninety four between Mary J. Nichols - widow of Baldwin in the County of Douglas and State of Kansas of the first part, and B. H. Charles Jr of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty 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 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: Commencing at a point Thirteen and One half (13 1/2) feet East of the South West Corner of Lot "S" on High Street in the Town or City of Baldwin Douglas County Kansas and running North One hundred and fifteen (115) feet Thence West Twenty three and one half (23 1/2) feet Thence South One hundred and fifteen (115) feet Thence East Twenty and one half (23 1/2) feet to the place of beginning being the same property now occupied by said Mary J. Nichols with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Mary J. Nichols do hereby covenant and agree that at the delivery hereof she 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 Two hundred and fifty dollars according to the terms of One certain promissory note this day executed and delivered by the said Mary J. Nichols to the said party of the second part: said note bears even date herewith and is due two years after date with interest from date at the rate of eight per cent per annum the interest to be paid annually said note is payable at the office of Van Dyke & Colman 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 Mary J. Nichols her 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

Mary J. Nichols (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 19 day of April, A. D. 1894, before me J. C. Hair a Notary Public in and for said County and State, came Mary J. Nichols

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

Recorded April 21st A. D. 1894, at 11:30 o'clock A M.

J. C. Hair
James Brooks
Register of Deeds.

The following is recorded on the Douglas County, Kan. records
\$157.11
Dec. 18, 1897
Received of the within named mortgagor the sum of two hundred and fifty seven and 11/100 Dollars in full satisfaction of the within mortgage
B. H. Charles Jr

Recorded Dec 17, 1897

