

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this 19th day of April in the year of our Lord one thousand eight hundred and ninety four between N. E. Bodwell and Malissa J. Bodwell his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and M. N. Jenkins of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five 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 undivided one half interest in Lots No. 84, 86, 88, 90, 92, 94, 96, 98, 100 and 102, on Elm Street and Lots No. 87, 89, 91, 93, 95, 97, 99 and 101, on Summit Street, also Lot No. 91 on High Street, all in Baldwin City, County of State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said N. E. Bodwell and Malissa J. Bodwell 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 of one thousand (1000) dollars on the entire property, and Ice house on Lot No. 91.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars (\$500) according to the terms of One certain Promissory Note this day executed and delivered by the said N. E. & Malissa J. Bodwell to the said party of the second part: Said note due on or before five years after date, at the option of the parties of the second part, and drawing interest at the rate of 8% per annum 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 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 Parties of the first part heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

N. E. Bodwell (SEAL.)M. J. Bodwell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 19th day of April, A. D. 1894, before me a Justice of the Peace, a Notary Public in and for said County and State, came N. E. Bodwell and Malissa J. Bodwell

to me personally known to be the same persons 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. change in amount made in presence of, and by consent of parties of the first part. My commission expires 1899 N. Bristol Justice of the Peace Notary Public.
Recorded April 24 A. D. 1894, at 5 o'clock M.

James Brooks
Register of Deeds.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
29th day of April 1894
M. N. Jenkins

Attest A. W. Ambrose
Register of Deeds

A. W. Ambrose is and was on the original instrument