

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 9th day of April in the year of our Lord one thousand eight hundred and ninety four between Lauren M. Todd and Catharine Todd his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and N. N. Jenkins of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred (\$300.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 West five (5) Acres of the North ten (10) acres of the South thirty (30) acres of that part of Baldwin City located and lying West of thirty (30) Street and South of Jersey Street forty five (45) acres, being in the Southwest Corner of the West half 1/4 of the South East (4) Quarter of Section four (4) T. 15. R. 18 E. Range twenty (20) N. 20. S. 10. E. in Mead, as per Recorded Plot, all in County & State above named

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lauren M. Todd and Catharine Todd 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars, Interest at 8% annual payment and due on the 9th day of April 1899. according to the terms of One certain Promissory Note this day executed and delivered by the said First Party to the said party of the second part: The said first parties to have the right to pay any part or all of this Note and stop the interest on all amounts paid at any time during the said five (5) years

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 Lauren M. Todd or his heirs and assigns.

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

Signed and delivered in presence of

E. J. CrooksLauren M. Todd him (SEAL.)Catharine M. Todd (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 9th day of April, A. D. 1894, before me J. G. Thompson, a Notary Public in and for said County and State, came Lauren M. Todd and Catharine Todd husband and wife 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.

My commission expires July 3rd 1895Recorded April 17th 1894 A. D. 1894, at 5 o'clock P. M.J. G. Thompson

Notary Public.

James Brooks

Register of Deeds.

The following is recorded on the original with the instrument
Jan. 13, 1900. Received of L. M. Todd for the sum of Three hundred & 40-
Dollars in full satisfaction of the within mortgage. N. N. Jenkins

Recorded January 15, 1900
L. A. Chapman, Register of Deeds.

