

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Eleventh day of May in the year of our Lord one thousand eight hundred and ninety four between Lauren M. Todd and Catherine Todd wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Sarah E. Hooper of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 her 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 East half (1/2) of the North Ten (10) Acres of the South Thirty (30) Acres of that part of Baldwin City Vacated and lying West of Tenth (10th) Street and South of Jersey Street Forty five (45) acres being in the South West corner of the West half (1/2) of the South East quarter (1/4) Section Four (4) Township Fifteen (15) Range Twenty (20)

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 Catherine 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 Insurance in favor of Mortgage in sum of Three hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said Lauren M. Todd and Catherine Todd to the said party of the second part: her heirs or assigns

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 her 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 her 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 his 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

E. J. Crooks

Lauren M. Todd

(SEAL.)

Catherine X Todd

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16 day of May, A. D. 1894, before me E. J. Crooks, a Notary Public in and for said County and State, came Lauren M. Todd and his wife Catherine Todd 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 March 10 1898.

E. J. Crooks

Notary Public.

Recorded May 22 A. D. 1894, at 3:30 o'clock P-M.

James Brooks

Register of Deeds.

This release was entered on the original instrument. The note herein described having been paid in full this Mortgage is hereby released and the lien thereby created discharged. As Witness my hand this 8th day of January A.D. 1900. Sarah E. Hooper

W. J. Bowman Register of Deeds.

Recorded Feb 16 1900.