

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 19th day of July in the year of our Lord one thousand eight hundred and ninety four between Hamilton I. Bell (Single Man) of Baldwin in the County of Douglas and State of Kansas of the first part, and Minnie D. Anderson widow of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred DOLLARS, to him 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 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: Lots Number One Hundred Nineteen 19 One Hundred Twenty One 21 One Hundred Twenty Three 23 One Hundred Twenty five 25 One Hundred Twenty seven 27 on High Street Baldwin City Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Hamilton I. Bell do hereby covenant and agree that at the delivery hereof he is 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 Six Hundred Dollars (\$600.00) according to the terms of One certain Promissory Note this day executed and delivered by the said Hamilton I. Bell Single Man to the said party of the second part: Baldwin Kans July 19th 1894 Five years after date we promise to pay to the order of Minnie D. Anderson at the Baldwin State Bank, Baldwin Kans. Six Hundred Dollars with interest at the rate of 8 per cent per annum from date payable annually. 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 Hamilton I. Bell heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

J. E. HairHamilton I. Bell

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 11 day of July, A. D. 1894, before me J. E. Hair, a Notary Public in and for said County and State, came Hamilton I. Bell

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 1896Recorded July 25 A. D. 1894, at 11 o'clock—M.J. E. Hair

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument

The note herein described having been paid in full the mortgage is hereby released and the high sheriff created discharged. At witness my hand this 1st day of Sept. A. D. 1899

Minnie D. AndersonAttest
W. M. ClarkRecorded September 2nd 1899J. T. SarmanRegister of Deeds
by H. C. Fisher
Deputy