JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of July in the year of our Lord one thousand eight hundred and ninety four Between Eben Baldwin and Grace Baldwin his wife of in the County of Douglas and State of Kansas of the first part, and Wm E. Means and Archibald S. Means of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 parties of the second part their 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: Beginning at the North East corner of the North East quarter of section sixteen, township twelve, range nineteen in said County & State, thence south sixteen and forty one hundredth chains to a stone, thence north twenty eight degrees west twenty and ninety five one hundredth chains to a stone, thence south eleven and sixty four one hundredths chains to a stone, thence north seventy seven degrees west six and thirty eight one hundredth chains to an oak tree, thence north fifty five and one fourth degrees west six and twenty eight one hundredth chains to a hackberry tree, thence north fifty eight and three fourth degrees west four and fifty five one hundredth chains to a stake, thence north twelve, three fourth degrees west one and one half chains, thence north sixty seven and three fourth degrees west twenty and one fifth chains to a stake in the meridian of said quarter section, thence north thirteen and sixty eight one hundredths chains to the north west corner of said quarter section, thence east forty and twenty eight one hundredth chains to the place of beginning containing seventy four sections one hundredth of section or fifty four and one hundred one hundredths acres thereof as may be left after taken out a strip for public roads being the same premises this day conveyed to said party of the second part by the grantors herein, together with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Eben Baldwin does 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 One thousand dollars according to the terms of one certain promissory note this day executed and delivered by the said Eben Baldwin to the said parties of the second part: payable one year after date and dated July 16th 1894 and being for said sum of one thousand dollars.

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 parties of the second part their 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 parties of the second part their 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 Eben Baldwin his heirs and assigns.

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

Signed and delivered in presence of

Eben Baldwin (SEAL.)
Grace Baldwin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 21st day of July, A. D. 1894, before me N. C. Spangler, a Notary Public in and for said County and State, came Eben Baldwin and Grace Baldwin his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

N. C. S.

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 15th 1894 N. C. Spangler *Notary Public.*

Recorded July 25 A. D. 1894, at 7 30 o'clock P. M. James Brooks *Register of Deeds.*

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged

In Witness whereof, I have hereunto set my hand, this 16th day of July, A.D. 1895.

Witness: Wm E. Means, Chas. L. Mackey, Jas. Smith

William E. Means
Archibald S. Means

Recorded July 16, 1896 James Brooks Register of Deeds
By Wm Carman Deputy