

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14 day of August in the year of our Lord one thousand eight hundred and ninety four between Melissa J. Bodwell and H. E. Bodwell (Wife and husband) of Baldwell 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 party of the first part in consideration of the sum of Eight 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: lots No 84, 86, 88, 90, 92, 94, 96, 98, 100 and 102 on Elm Street and 87, 89, 91, 93, 95, 97, 99 and 101 on Fremont Street all in Baldwin City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Melissa J. Bodwell and H. E. 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 balance of \$719.31 on a Mortgage in favor of the Building and Loan Association of Lawrence Kan.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred (800) Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Melissa J. Bodwell and H. E. Bodwell to the said party of the second part: Said note due five years after date drawing int at the rate of 8% per annum and payable semi 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 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 Melissa J. Bodwell & H. E. Bodwell their 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

Melissa J. Bodwell (SEAL.)H. E. Bodwell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 14 day of August, A. D. 1894, before me a Justice of the Peace, a Notary Public in and for said County and State, came Melissa J. Bodwell and H. E. 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.

My commission expires 189Recorded Aug 16 A. D. 1894, at 12 o'clock M

N. Bristow
Justice of the Peace
James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 23 day of Jan 1894.

N. N. Jenkins

Attest A. W. Ammstrong
Register of Deeds.