

This Indenture, Made this 11th day of September in the year of our Lord one thousand eight hundred and ninety four between J. M. Tollen and G. I. Tollen his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Mary I. Rice of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 him 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 104, 104, 106, 108, 110 and 114 on Newton Street and 51, 52, 53, 54, 55 and 56 on Orange Street all in Baldwin City County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. M. Tollen and G. I. Tollen do hereby covenant and agree that at the delivery hereof that 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 One hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said J. M. Tollen and G. I. Tollen to the said party of the second part: Said Note due one year after date and drawing interest at the rate of 8% per annum from date.

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 him 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 him 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said J. M. Tollen and G. I. Tollen 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

J. M. Tollen (SEAL.)
G. I. Tollen (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11 day of September, A. D. 1894, before me, a Justice of the Peace, a Notary Public in and for said County and State, came J. M. Tollen and G. I. Tollen his 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 189

Recorded Oct 5 A. D. 1894 at 5 o'clock P. M.

N. Bristow
Justice of the Peace Notary Public.

James Brooks
Register of Deeds.

(For Release See Book 29 Page 405)