

This Indenture, Made this 31st day of October in the year of our Lord one thousand eight hundred and ninety four between J. F. Rapp and Mary J. Rapp his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and J. C. Scott of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three hundred and fifty 350 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: Lot No One (1) Two (2) Three (3) and Twelve (12) Block Thirty Two (32) and Thirty nine (39) Forty one (41) and Forty three (43) Chapel Street all in Baldwin City County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said J. F. Rapp and Mary J. Rapp 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

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty dollars according to the terms of One certain Promissory Note this day executed and delivered by the said J. F. Rapp and Mary J. Rapp to the said party of the second part: said note due Three years after date and drawing interest at 9% per annum from date, payable annually on the 31st day of October in each year. All or any part not due then may be paid at any interest paying time 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 the 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 the 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. F. Rapp and Mary J. Rapp 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

J. F. Rapp (SEAL.)
Mary J. Rapp (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 1st day of November, A. D. 1894, before me, a Justice of the Peace, a Notary Public in and for said County and State, came J. F. Rapp and Mary J. Rapp 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 Nov 14 A. D. 1894 at 12 o'clock M.

N. Bristow Justice of the Peace
Notary Public.

James Brooks
Register of Deeds.

The following is enclosed on the original instrument:
\$ 350, 00 Jan 1st 1896. Received of owner in full of note & mortgage. The within named mortgagee, the sum of \$350.00 three hundred & fifty and 00/100 Dollars in full Satisfaction of the within mortgage.
Mary J. Rapp.

Recorded Nov 1st 1901
W. W. Cunningham
Register of Deeds.

(For Assignment See Book 44 Pg. 467)