

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 20<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety four between N. B. Gower and Emma J. Gower "wife" of Baldwin in the County of Douglas and State of Kansas of the first part, and Mrs. R. M. De Jarmo of the second part,

**Witnesseth,** That the said part 1<sup>st</sup> of the first part in consideration of the sum of six 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 part 2<sup>d</sup> 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: lots number fifty five (55) fifty seven (57) and the West twelve feet of lot number fifty three (53) High Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said N. B. Gower and Emma J. Gower "wife" 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 six hundred dollars according to the terms of one certain Coupon Note this day executed and delivered by the said N. B. Gower and Emma J. Gower to the said party of the second part:

first Mt. Real Estate Note Dated Dec. 20-1894 due in 5 years with interest at the rate of 8% per annum payable semi-annually on Dec. 20-1899 Payable at the Baldwin State Bank, Privilege given to pay Note in 3 years by giving thirty day notice 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 N. B. Gower or Emma J. Gower heirs and assigns.

**In Witness Whereof,** The said part 1<sup>st</sup> of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

N. B. Gower (SEAL.)Emma J. Gower (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered,** That on this 20 day of Dec, A. D. 1894, before me, J. E. Hair, a Notary Public in and for said County and State, came N. B. Gower and Emma J. Gower

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 Aug 5 1896Recorded Dec 29 A. D. 1894 at 5 o'clock P. M.

Notary Public.

James Brooks  
Register of Deeds.

The following is enclosed and original instrument  
 The note herein described having been paid in full this mortgage  
 is hereby released and the lien thereby created discharged.  
 As Witness my hand this 2nd day of Feb. A. D. 1900.  
Wm. H. Gower  
Emma J. Gower  
Wm. H. Gower  
 Recorded Feb 13th 1900.  
 Wm. H. Gower