

This Indenture, Made this 7<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety four between Sophia R. Stewart & J. R. Stewart wife & husband 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 party of the first part in consideration of the sum of Three Hundred & 300 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 all 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: Eight Acres (8) of Lots Nos. One Hundred & Nine (109) and One Hundred & Eleven (111) on King Street in Baldwin City according to the recorded Plat thereof

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Sophia R. Stewart and husband 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 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Sophia R. Stewart & husband to the said party of the second part: payable Three years from date thereof, with interest thereon 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 or 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 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 heirs and assigns.

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

Signed and delivered in presence of

J. E. Kidder

Sophia R. Stewart (SEAL)

J. R. Stewart (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 7<sup>th</sup> day of January, A. D. 1895, before me, J. E. Kidder a Notary Public in and for said County and State, came Sophia R. Stewart & J. R. Stewart wife & husband 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 July 9<sup>th</sup> 1895

Recorded Jan 5 A. D. 1895 at 5 o'clock P. M.

J. E. Kidder

Notary Public

James Brooks

Register of Deeds

The following was endorsed on the original instrument:  
The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
A. D. 1899  
Witness my hand, this 26 day of March,  
Mrs. R. M. De Jarmo  
(mark)  
Geo. M. Henton  
Ed. W. Bartlett

Recorded February 23rd 1899

W. J. Sworman  
Register of Deeds  
By H. C. Fisher Deputy

L. J.