

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 5th day of Jan in the year of our Lord one thousand eight hundred and ninety five between Norace M. Bodwell of the first part, and Lola C. Webster in the County of Douglas and State of Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL 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 Number One Hundred ten 116 One hundred thirteen 113 and One hundred sixteen 116 Indiana Street Baldwin City Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Norace M. Bodwell do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefensible 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 Four hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Norace M. Bodwell to the said party of the second part:

Baldwin Kansas Jan 5-95
One year after date I promise to pay to the order of Lola C. Webster at the Baldwin State Bank Baldwin Kansas four hundred dollars with interest at the rate of 10 per cent 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 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 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 Norace M. Bodwell heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Norace M. Bodwell (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of Jan, A. D. 1895, before me, J. E. Hair, a Notary Public in and for said County and State, came Norace M. Bodwell

to me personally known to be the same person 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 3 1896Recorded Jan 9 A. D. 1895 at 1 o'clock M.

Notary Public.

James Brooks
Register of Deeds.



Recorded July 26th 1897.

The following is indexed on the original instrument
The state herein described having been found in full this mortgage is hereby released and the lien hereby created is discharged
as witness my hand this 12th day of July A.D. 1897.
Lola C. Webster
Attest my hand this 12th day of July A.D. 1897.
J. E. Hair, Notary Public.
My Comm. exp. July 4th 1902.
J. E. Hair, Register of Deeds.