

This Indenture, Made this 11<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety five between Thomas A. Baldwin and Abbie Baldwin his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. C. Biggs of the second part,

**Witnesseth,** That the said part 1st of the first part in consideration of the sum of Five 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 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: Strip fourteen (14) rods wide off the North side of the Northwest quarter (1/4) of the Northwest quarter (1/4) of Section twenty (20) Township twelve (12) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 Five Hundred & 00/100 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Thomas A. and Abbie Baldwin to the said party of the second part: payable five (5) years from date at the Lawrence National Bank of Lawrence Kansas with interest at the rate of seven (7) per cent per annum payable semi annually

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 therefor, 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 Thomas A. Baldwin his heirs and assigns.

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

Signed and delivered in presence of

Alfred Whitman

Thomas A. Baldwin (SEAL)

Abbie Baldwin (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 11<sup>th</sup> day of February, A. D. 1895, before me, Alfred Whitman, a Notary Public in and for said County and State, came Thomas A. Baldwin and Abbie Baldwin 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 July 17<sup>th</sup> 1899

Recorded Feb 11 A. D. 1895 at 9<sup>55</sup> o'clock P M.

Alfred Whitman

Notary Public.

James Brooks

Register of Deeds.

This following is endorsed on the original instrument -  
This note herein described having been paid in full, this mortgage is hereby released,  
and the lien thereby created discharged. Witness my hand, this 11<sup>th</sup> day of August A.D. 1900-  
Attest: Alfred Whitman

Recorded Aug 1<sup>st</sup> 1900-  
Attest: Wm. C. Biggs, Register of Deeds.  
By Alfred W. Whitman, Deputy.

Recorded March 15 1899