

This Indenture, Made this 17 day of March in the year of our Lord one thousand eight hundred and ninety five between Kulda S. Clapham and John S. Clapham husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Mrs. R. M. De Garmo of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two hundred fifty 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 her 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: Number One hundred twenty five and One hundred twenty seven on High Street Baldwin City Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Kulda S. Clapham + John S. Clapham 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 Two hundred fifty Dollars according to the terms of one certain promissory this day executed and delivered by the said Kulda S. + J. S. Clapham to the said party of the second part: Dated Mar. 17th 1895 five three years after date at Baldwin State Bank Interest at 10% per annum payable 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 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 her 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 her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for her 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 Kulda S. Clapham her 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

Kulda S. Clapham (SEAL)
John S. Clapham (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 17 day of March, A. D. 1895, before me, J. E. Nair, a Notary Public in and for said County and State, came Kulda S. Clapham and John S. Clapham 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 Aug - 3 - 1896

Recorded March 17 A. D. 1895 at 6 o'clock PM.

Notary Public

James Brooks
Register of Deeds

The following is recited on the original instrument -
The notaries described herein were paid in full, this mortgage is hereby released, and the said hereby created discharged. As witness my hand, this 17th day of Feb. A. D. 1895.

Mrs. R. M. De Garmo

Attest: W. F. De Garmo
Ella De Garmo

Recorded April 10 1895

G. W. Johnson,
Register of Deeds,
By Miss W. B. Johnson,
Deputy.