

This Indenture, Made this 21 day of November in the year of our Lord one thousand eight hundred and ninety four between E. M. Dixon and Sarah A. Dixon wife of Baldwin in the County of Douglas and State of Kansas of the first part, and J. E. Schrubly of the second part,

Witnesseth, That the said parties 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 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: Lots Number Eighty four (84) Eighty six (86) and Eighty eight on Indiana Street Baldwin City Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. M. Dixon & Sarah A. Dixon wife 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 (250) Dollars according to the terms of one certain promissory note this day executed and delivered by the said E. M. Dixon & Sarah A. Dixon to the said party of the second part: Payable two years after date at the Baldwin State Bank with interest at 10 per cent from date payable annually with privilege of paying all or part at any time when interest on amt paid shall cease 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 E. M. Dixon and Sarah A. Dixon heirs and assigns.

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

Signed and delivered in presence of

E. M. Dixon (SEAL.)
Sarah A. Dixon (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 20 day of Mar 1895, A. D. 1895 before me, J. E. Hair a Notary Public in and for said County and State, came E. M. Dixon & Sarah A. Dixon 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 Aug 3 1896

Recorded April 30 A. D. 1895 at 2 o'clock P. M.

Notary Public.

J. E. Hair
James Brooks
Register of Deeds.

The following is indorsed on the original instrument:
The note hereto described having been paid in full, this mortgage is hereby released and the lien thereby created, discharged.
One witness my hand this 24th day of April A. D. 1897
Mary B. Schrubly
Subscribed & sworn to before me this 24th day of Apr 1897
E. B.
Notary Public
My term expires July 9th 1898
Recorded April 29th 1897
James Brooks
Register of Deeds